



LOURDES A. LEON GUERRERO
Governor

JOSHUA F. TENORIO
Lieutenant Governor

GUAM POLICE DEPARTMENT

DIPATTAMENTON POLISIAN GUAHAN
Government of Guam



STEPHEN C. IGNACIO
Chief of Police

COL. JOSEPH S. CARBULLIDO
Police Commander

Bldg. 13-16A Mariner Avenue, Tiyan
Barrigada, Guam 96913-1616
P.O. Box 23909 Guam Main Facility 96921-3909
Telephone: (671) 475-8473 (Switchboard); (671) 475-8508 / 8509 / 8512
Fax: (671) 475-3222

Request for Proposals (RFP)

Professional Services – for License Plate Recognition (LPR) Hands on Training with System Build and Covert Operations Training

ISSUED BY: Guam Police Department
Federal Programs
Hakubotan Building 2nd Floor,
548 S. Marine Corps Drive,
Tamuning, Guam, 96913

PROPOSAL NO: RFP-GPD-2026-001

ISSUE DATE: July 17, 2026

DEADLINE: Friday, August 21, 2026 at 4:00 p.m., Chamorro Standard Time

NAME AND LOCATION OF PROJECT:

Guam Police Department
PO BOX 23909 GMF
BARRIGADA, GUAM 96921

GUAM POLICE DEPARTMENT:

Single Point of Contact: Alejandria Slone
or email: alejandria.slone@gpd.guam.gov
Federal Programs

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Section I.

INSTRUCTIONS TO OFFERORS

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B. PURPOSE

The Guam Police Department (GPD) is issuing this Request for Proposals (RFP) because it is seeking Professional Services for License Plate Recognition (LPR) Hands on Training with System Build and Covert Operations Training. The issuance of this RFP in no way constitutes a commitment by the Guam Police Department to award a contract.

C. TYPE OF CONTRACT TO BE OFFERED AND TERM

The estimated time for performance of the Services contained in the Scope of Services in this RFP is six (6) months. Therefore, the contract that results from this solicitation will be a Multi-Term Firm-Fixed Price Contract.

1. **Initial Term.** The initial term of the contract shall be for six (6) months and shall begin upon the date that the Governor executes the contract (the "Initial Term"). After the Governor has approved the contract, the Guam Police Department will issue a written Notice to Proceed ("NTP"), or notify the awarded Contractor in some other manner that services may begin.
2. **Renewal Terms.** At the sole option of the Guam Police Department, and upon satisfactory performance by the Contractor, the contract may be renewed for any number of time period(s) determined to be in the best interests of the government of Guam, for a total of up to twelve (12) additional months (each being a "Renewal Term") for the purposes of continuing and completing the services provided under the contract pursuant to the terms and conditions of any new or additional funding source. Any Renewal Term shall not be subject to negotiation, but shall be a continuation of the contract on the same terms, conditions, and pricing as in effect under the existing contract. All Renewal Terms are subject to the availability of additional funds and within the approved grant award period of performance.
3. **Negotiated Extension Terms.** At the sole option of the Guam Police Department, and upon satisfactory performance by the Contractor, the contract may be extended for any number of time period(s) determined to be in the best interests of the government of Guam, for a total of up to twelve (12) additional months (each being a "Negotiated Extension Term") for the purposes of providing additional services or deliverables required by the U.S. Department of Justice, Bureau of Justice Assistance Violent Street Crimes Task Force Project under Federal Award 15PBJA-23-GG-02974-MUMU. Any such extension of the contract may be subject to negotiation, and is subject to the availability of additional funds.
4. **No Cost Extension Terms.** Any resulting contract is subject to the availability of funds under Federal Award 15PBJA-23-GG-02974-MUMU. Should the awarded Contractor require additional time to complete any contract objectives, for good cause, and at the sole option of the Bureau of Statistics and Plans, the resulting contract may be extended for [one] Extension Term of up to one (1) year, as approved by the U.S. Department of Justice, Bureau of Justice Assistance with no additional obligation of any funds by Guam Police Department(each being a "No Cost Extension Term"). If the Guam Police Department elects to extend the contract, the Extension Term shall be exercised by the Guam Police Department in accordance with the applicable terms and conditions of 2 CFR Part 200 and any applicable terms and conditions of the Federal Award. The exercise of any No Cost Extension Term shall be documented through the execution of a written determination signed by the Procurement Officer and placed in the contract file prior to the end date of the period of performance of the Federal Award.

All Renewal Terms, Negotiated Extension Terms, and No Cost Extension Terms are subject to the availability of funds. In no case shall any extension or renewal extend the total term of the contract beyond five (5) years. Unless canceled for lack of funds, terminated, renewed, or extended prior to expiration, the contract shall expire at the end of the Initial term or at the end of any subsequent Renewal Term, any subsequent Negotiated Extension Term, or any No Cost Extension term exercised by the Bureau of Statistics and Plans.

D. INSTALLMENT PAYMENTS

Offerors submitting Proposals in response to this RFP should be aware that payments for goods and/or services procured through this RFP will be made in installments agreed upon in any awarded contract and tied to satisfactory completion and progress of assigned tasks and/or deliverables.

E. REQUEST FOR PROPOSALS PACKAGE AND FORMS

The Request for Proposals package and forms will be available to prospective Offerors on the Guam Police Department website at "www.gpd.guam.gov" under the tab labeled "IFB/RFP," until the Proposal Submission date.

The Guam Police Department recommends that all prospective offerors register contact information with the Guam Police Department to ensure interested parties receive notices regarding any changes or updates to the RFP. Hard copies of the Request for Proposals package will be available at the Guam Police Department, Federal Programs Office, Hakubotan Building 2nd Floor, 548 S. Marine Corps Drive, Tamuning, Guam, 96913, **July 17, 2026 through July 31, 2026** from 9:00 a.m. to 4:00 p.m. Chamorro Standard Time (ChST), excluding weekend and holidays, until the Proposal Submission Date. All required forms attached to this RFP must be completed, executed by the authorized representative of the Offeror, and included with the Offeror's Proposal.

F. SUBMISSION OF PROPOSALS AND DUE DATE

If submitting in hard copy, sealed hard copy Proposals shall be submitted including one (1) fully executed original and five (5) copies. E-mailed Proposals will be accepted. **The Guam Police Department will accept electronic submission of Proposals by e-mail to the Single Point of Contact, Ms. Alejandria Slone, at alejandria.slone@gpd.guam.gov.** Proposals electronically submitted to any other person through any other method of electronic transmission will not be accepted.

Proposals and Proposal Documents may be signed by the Offeror electronically, and in any number of counterparts, each of which shall be deemed an original, but all of which together shall be submitted with the Proposal and shall constitute the Proposal. **For tracking and record-keeping purposes, all electronically submitted proposals should include an electronic stamp or Bates number.** Failure to submit the required forms in the number or format required may be cause for rejection of Proposals due to non-responsiveness. The narrative Statement of Qualifications, which consist of the total of all of the responses to Paragraphs L, M, N, O, P, and Q below, shall not exceed thirty (30) pages total (exclusive of resumes, qualifications of staff members under Paragraph M, and exhibits). See the Proposal Format and Content provisions for full instructions and minimum requirements for the content of the Proposal.

By submitting a Proposal in response to this solicitation, the Offeror agrees to accept and comply with the terms and conditions incorporated in this RFP and to be bound by all applicable federal law, the terms

and conditions of any funding source, Guam's Procurement Law and the Guam Procurement Rules and Regulations.

The Offeror further agrees that the Proposal offer shall remain open and firm, and may not be withdrawn for one-hundred twenty (120) days after the conclusion of discussions. In no case will failure to inspect or review constitute grounds for a claim or for the withdrawal of a Proposal after opening. Proposals conditioned upon receiving award of both the contract being solicited in this RFP and another contract will be rejected as non-responsive.

Proposals must be received not later than Friday, August 28, 2026, 4:00 p.m. Chamorro Standard Time (C.S.T.). Proposals received after the closing time for receipt will not be considered. Office hours for receipt of Proposal are Monday through Friday (excluding weekends and Government of Guam Holidays), 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m. **Proposals may be emailed, hand delivered, delivered by mail, or delivered by other courier service or email to:**

Mailing Address: Guam Police Department
Re: RFP-GPD-2026-001
Federal Programs
P.O. Box 23909 GMF,
Barrigada, Guam - 96921

Physical Address: Guam Police Department
Re: RFP-GPD-2026-001
Federal Programs
Hakubotan Building 2nd Floor,
548 S. Marine Corps Drive,
Tamuning, Guam, 96913

Email: alejandria.slone@gpd.guam.gov

Each Offeror submitting a Proposal for any portion of the work covered by the RFP, the Proposal, or the Proposal Documents shall execute all required affidavits and certification forms, in the form provided with this RFP. Such affidavits and certification forms shall be attached to the Proposal. Any forms that are required to be notarized must be notarized no more than thirty (30) days prior to submission of the Proposal. Failure to submit all required forms may result in rejection of the Proposal.

G. PRE-PROPOSAL CONFERENCE/SITE VISIT

No Pre-Proposal Conference/Site Visit will be held.

H. NO PRE-PROPOSAL DISCUSSION WITH OFFERORS

No oral discussion, explanation, or instructions in regard to the meaning of any provision of this RFP will be allowed or given on or before the submission due date for all Proposals.

I. QUESTIONS/COMMUNICATIONS OF OFFERORS PRIOR TO PROPOSAL SUBMISSION AND SINGLE POINT OF CONTACT

All communications and any questions concerning possible discrepancies, omissions, or doubts as to the meaning of any provision of this RFP shall be raised before the submission due date for Proposals and shall be communicated in writing on or before Friday, July 10, 2026 at 4:00 p.m., C.S.T. to the following Single Point of Contact for the Guam Police Department, Federal Program:

Guam Police Department
Alejandria Slone, Program Coordinator I
Federal Programs
Hakubotan Building 2nd Floor,
548 S. Marine Corps Drive,
Tamuning, Guam, 96913

Email: alejandria.slone@gpd.guam.gov

All written communications or questions must reference RFP-GPD-2026-001 in the subject or reference line. Written answers to all timely and properly submitted written questions shall be provided within a reasonable time prior to the submission due date for Proposals. The Guam Police Department will notify all Offerors of any substantive modification or clarification provided in response to any timely and properly submitted written questions. The Guam Police Department may extend any applicable dates or due dates if any circumstance or information significantly amends the solicitation or makes compliance with the original proposed due dates impractical. The Guam Police Department is not required to respond to untimely or improperly submitted questions or communications.

No other oral or written communications concerning possible discrepancies, omissions, objections, or doubts as to the meaning of any provision of this RFP shall be submitted to the Guam Police Department at any time prior to the submission date for Proposals, except as permitted by Guam's Procurement Law and Guam's Procurement Rules and Regulations. Any communication initiated by an Offeror other than a timely submission of permitted pre-proposal questions: 1) shall contain a citation to the Guam code section or Guam procurement regulation that authorizes the communication; 2) shall be submitted in writing; and 3) shall only be communicated to the above-designated Single Point of Contact. The Guam Police Department is not required to respond to any communication that does not comply with the requirements of this paragraph, or any communication that is untimely. The Guam Police Department will notify all Offerors of any substantive modification or clarification of the solicitation provided in response to any properly submitted communication, as permitted by law. The Guam Police Department may extend any applicable dates or due dates if any circumstance or information significantly amends the solicitation or makes compliance with the original proposed due dates impractical.

J. OTHER COMMUNICATIONS

Discussions after the submission due date for Proposals and prior to award for the purpose of clarifying and/or modifying timely Proposals submitted by the Offerors are permitted in accordance with 2 GARR, Div. 4 § 3114(i) and/or 2 GARR, Div. 4 § 3116. (See also General Terms and Conditions, Clarification/Discussion of Proposals.)

Direct or indirect contact or communication concerning this RFP with any other Guam Police Department employees, other employees or representatives of the government of Guam who are participating in the solicitation process, or any other person participating in the solicitation process is strictly prohibited at all times during the solicitation process and prior to award of the contract, unless such contact or communication is specifically authorized by Guam's Procurement Law and Guam's Procurement Rules and Regulations.

K. PROPOSAL FORMAT AND CONTENT

All Proposals and Proposal Documents must be submitted in writing. Facsimile or E-mail submission of written Proposals will be accepted. If submitting a Proposal by e-mail, the subject line of the e-mail transmission shall contain the Offeror's name and the name of Offeror's authorized representative, along with the following caption: **"Proposal for Professional Services for License Plate Recognition (LPR) Hands on Training with System Build and Covert Operations Training, Request for Proposal No. RFP-GPD-2026-001"**

If submitting a hard copy, Offerors shall submit their written Proposals and Proposal Documents in a sealed envelope to include:

1. One (1) original and five (5) copies of the Offeror's written Proposal and Proposal Documents.

The outer envelope shall also be marked with the Offeror's name and the name of the Offeror's authorized representative, and include in bold letters **"Proposal for Professional Services for License Plate Recognition (LPR) Hands on Training with System Build and Covert Operations Training, Request for Proposal No. RFP-GPD-2026-001"** and shall be in the following format:

Guam Police Department Federal Programs

Proposal for Professional Services for License Plate Recognition (LPR) Hands on Training with System Build and Covert Operations Training, Request for Proposal No. RFP-GPD-2026-001

Offeror's Name:

Offeror's Authorized Representative:

Offeror's Address:

Submittal Date: ____/____/____

Submittal Time: _____ a.m. / p.m.

Attention: PROCUREMENT OFFICER

2. One (1) Price Proposal to be submitted in a separate sealed envelope, inside the envelope containing the written Proposal and other Proposal documents and items (or as a separate email - if sending electronically). The outer envelope of the Price Proposal shall be marked in bold letters, **"Proposal for Professional Services for License Plate Recognition (LPR) Hands on Training with System Build and Covert Operations Training, Request for Proposal No. RFP-GPD-2026-001"**.

Proposals and Proposal Documents shall be filled out in ink or typewritten and signed in black or blue ink. Erasures, strikeouts, or other types of changes, made to a Proposal, which are evident on its face, must be explained or noted over the signature of the Offeror. Unexplained erasures or alterations, and omissions to the Proposal or Proposal Documents may be cause for rejection by the government.

The Proposal must include:

- A cover letter must be on the Offeror's letterhead, listing the legal name of the Offeror, location of Offeror's principal place of business, location of the formation of Offeror's business entity, and current place(s) of operation and other projects. This cover letter must be signed in the legal name of the Offeror and by an authorized officer, representative, agent or employee of the Offeror, who has authority to bind the Offeror. Proof of authority to bind the Offeror may be requested by the Guam Police Department. The cover letter should also contain the following:
- Offeror's federal employer identification number;
- Designation and name, title, and contact information of the Offeror's representative for matters related to the RFP;
- An acknowledgement that the Offeror has read the RFP and accepts the term, conditions, and instructions in the RFP;
- A statement that the Offeror's proposal is valid for a minimum of one hundred twenty (120) days from the Proposal submission deadline contained in the RFP; and
- Signature of Offeror's authorized representative.
- A detailed plan for performance of the Services listed in the Scope of Services;
- A statement of the abilities, qualifications, and experience of all persons who would be assigned to provide the required Services under this RFP;
- A statement of the availability and capacity of the Offeror to perform the Services under this RFP;
- A listing of other contracts under which services similar in scope, size, or discipline were performed;
- A listing of any other contracts under which any services were performed within the last three (3) years.

The Proposal must contain a concise narrative including a statement of qualifications addressing the aforementioned bulleted items, the evaluation criteria set forth in this solicitation, and information described in the Scope of Services. All costs associated with preparation of a Proposal in response to this RFP shall be solely the Offeror's responsibility. The Guam Police Department shall not be liable for any costs incurred by a potential Offeror in connection with this RFP. By submitting a Proposal, the Offeror expressly waives any right it may have against the Guam Police Department for any expenses incurred in connection with the preparation of its Proposal, unless otherwise entitled to such expenses by law.

All Proposals should follow and address each of the evaluation criteria and must be complete as to the requested information. Failure to follow the prescribed format or omission of required information may result in a lower score on evaluation and may result in rejection of the Proposal. Supporting graphical information, i.e., photos, drawings, illustrations may be provided to support the information given in the Proposal; such material will not be separately evaluated; but may be utilized as supporting documentation.

Price Proposals shall be submitted simultaneously with the written Proposal. The Price Proposal shall be submitted in another sealed envelope separate from the written Proposal. The outer envelope shall be marked in bold letters, "**Proposal for Professional Services for Licensed Plate Recognition Hands on Training with System Build and Covert Operations Training, Request for Proposal No. RFP-GPD-2026-001**". The envelope shall also be marked with the Offeror's name and the name of Offeror's authorized representative.

If emailed, the Price Proposal shall be submitted in an independent e-mail, separate from the written Proposal. The e-mail shall be marked in bold letters, **"Proposal for Professional Services for Licensed Plate Recognition Hands on Training with System Build and Covert Operations Training, Request for Proposal No. RFP-GPD-2026-001"**. The e-mail shall also be marked with the Offeror's name and the name of Offeror's authorized representative.

Cost or Pricing Data will be required from any Offeror selected to conduct contract negotiations, to be submitted prior to the negotiations. A Certification of the Cost or Pricing Data will also be required from the Offeror with whom a successful contract is negotiated. The Cost or Pricing Data and/or Certification of the Cost or Pricing Data shall be separately requested by the Guam Police Department when required. Neither the Cost or Pricing Data nor a Certification of the Cost or Pricing Data shall be submitted with the Offeror's Proposal.

The following is a listing of all Proposal Documents that must be completed, signed and/or notarized if required, and included in the envelope with the written Proposals:

- Cover letter referencing RFP-GPD-2026-001 which lists the contents of the Proposal and all required information about the Offeror, as set forth in this Paragraph.
- Offeror's Proposal addressing all informational items and factors required in the RFP.
- Proof of any required licensure to perform the Services on Guam (unless not required until a later time pursuant to the terms of this RFP).
- Affidavit Disclosing Ownership and Commissions (AG Form 002) (attached)
- Affidavit re: Non-Collusion (AG Form 003) (attached)
- Affidavit re: No Gratuities or Kickbacks (AG Form 004) (attached)
- Affidavit re: Ethical Standards (AG Form 005) (attached)
- Declaration re: Compliance with U.S. DOL Wage Determination (AG Form 006) (attached)
- Affidavit re: Contingent Fees (AG Form 007) (attached)
- Current U.S. Department of Labor Wage and Benefit Determination (SCA)(attached)
- Subcontractor Utilization Form (attached)
- Conflict of Interest Disclosure Form (attached)
- Certification of Non-Employment of Convicted Sexual Offenders (attached)

The failure to include any items of information required by this Paragraph, or any of these documents and forms with the Proposal may result in rejection of the Proposal. All Proposals and Proposal Documents must be fully completed and signed. Any Proposal Documents that are required to be notarized must be notarized prior to submission, but no more than thirty (30) days prior to submission.

L. PLAN FOR PERFORMING THE REQUIRED SERVICES

As part of the written Proposal, Offerors shall submit a plan for the proposed Project outlining the components, qualities, uses, and benefits of the Offeror's proposed solution, along with a comprehensive plan for performing the Services, providing as much detail as is practical explaining the Offeror's Proposal and how any Services contained in the Scope of Services will be performed and how any objectives outlined in the Scope of Services will be achieved. The Offeror shall describe the advantages of the proposed plan, and Offeror's method for performing the Services, avoiding problems and delays, and resolving conflict. The Offeror's proposed plan should describe any processes in detail for the functions being addressed, and identify any outstanding issues the proposed solution may present. The proposed plan shall further describe Offeror's approach to completing this Project on budget, on schedule, with high quality, and how the Offeror's proposed plan will offer the Guam Police Department and the Government of Guam the most advantage. The proposed plan shall include a proposed Project schedule.

This plan should not exceed ten (10) pages.

M. ABILITY, QUALIFICATIONS, EXPERIENCE, AND QUALITY OF PERSONNEL, EQUIPMENT, AND FACILITIES

As part of the written Proposal, Offerors shall submit the qualifications and a brief work history of the identified personnel to be assigned to the Project, addressing, in particular, any proposed Project Manager and core Project staff or Key Personnel. The work history and qualifications shall not exceed two (2) pages per staff member. The Offeror shall also submit a detailed, but brief description of the following:

- Provide a Project Organizational Chart of designated or key personnel to be assigned to this Project with identification of their project roles and description of their area of responsibilities and the location of their office.
- Identify the Project principal, Project manager, assistant Project manager, key staff, subcontractors, and their qualifications and experience as it relates to this Project.
- List the Project Team, key personnel, and/or subcontractor experience on similar projects.
- Quantify the time commitment of key personnel or team members during the Project life cycle.
- Unique qualifications of key personnel or team members.
- Qualifications and relevant individual technical training, education, and experience including degree(s), year and discipline, and active registrations and licenses with number and jurisdiction. Include the description of the specific role performed by each individual on each project listed, highlighting projects of similar size and scope where the individual's role is similar to his/her role on this Project.
- Provide a detailed description of the resources, equipment, and facilities that are currently available to perform the Services or can be demonstrated to be available to perform the services at the time of contracting.

Offerors shall also submit a detailed description of the benefits and quality of any resources, equipment, and/or facilities Offeror intends to utilize to perform the Services which may not be currently available, but will be made available, or can be demonstrated to be made available at the time of contracting. All Offerors, when identifying Key Personnel in their Proposal, must accurately, comprehensively and correctly provide the information about the key person(s) requested in the solicitation. Inaccurate information in the Proposal constitutes a material misrepresentation and could result in rejection of the Offeror's Proposal. All persons identified as Key Personnel in the Contractor's Proposal must agree to provide the services for the Project for a minimum of ninety (90) days from the date of the Notice to Proceed, barring unforeseen catastrophic events such as illness, accident, or death.

N. AVAILABILITY AND CAPACITY OF THE OFFEROR TO PERFORM

As part of the written Proposal, Offerors shall submit a brief explanation of why the Offeror is available or will be available and has the capacity to provide the services listed in the Scope of Services. The explanation shall address how the Offeror's current workload can accommodate the addition of a contract of this type; the Offeror's current or demonstrated available resources; and how the Offeror will implement Quality Assurance/Quality Control measures. This statement shall not exceed ten (10) pages.

The Proposal should provide a clear description of all specific project staff or subcontractors who are intended to work on the Project, the nature, extent, and manner of their involvement, and their availability for the Project. The Proposal shall also address the availability of any equipment or facilities that may be used to provide the services. As part of this Proposal description, Offerors must include the following:

- Identify and describe the current and projected workload of all designated personnel or subcontractor(s), including a list of ongoing projects and his/her role on these ongoing projects.
- Describe the procurement, involvement, management, and availability of any subcontractors.
- Describe how the current workload of each designated personnel or subcontractor can accommodate the addition of this Project.
- Describe the approach and organizational capabilities to perform the Services on time and within budget.
- Detail the extent of each designated personnel member's and subcontractor's involvement in providing the Services.
- Describe the internal quality and cost-control measures or procedures.
- Provide a disclosure of financial resources sufficient to demonstrate an ability to complete this Project.
- Provide a detailed description of how any required resources, equipment, and facilities will be obtained or made available to perform the Services.

O. OFFEROR'S RECORD OF PERFORMANCE ON SIMILAR PROJECTS

As part of the written Proposal, the Offeror is required to provide proof to the Guam Police Department that it has delivered a quality work product on similar projects. The Guam Police Department is especially interested in related experience on Guam, other U.S. Territories, and the 50 states, as knowledge of U.S. laws and regulations applicable to such work is relevant. The Offeror shall provide its past performance record on similar projects. Offeror should demonstrate a track record of effective planning, scheduling and on-time delivery, and successful performance on its projects. Offeror should also demonstrate a track record of teamwork, cooperation, fair dealing, client service, and relationships of mutual trust and confidence. Emphasis should include the quality of work and timeliness of delivery. The submittal shall not exceed four (4) pages.

The Proposal shall include:

- A list of projects similar in scope and with emphasis on experience in PREA audits and is a certified Department of Justice PREA Auditor. The list shall identify project name, project description, location, client references including contact name, address and telephone number completion date, project budget, project role, type of services provided highlighting work performed similar in scope, and other pertinent information.
- A list of the Offeror's record of schedule performance (list original schedule versus final completion date) and explain any schedule deviations.
- A history of performance on projects similar in scope to this RFP that the Offeror was involved with over the past three (3) years. This description of Offeror's performance history should demonstrate Offeror's teamwork, cooperation, fair dealing, client service, and establishment of relationships of mutual trust and confidence.

P. OFFEROR'S GENERAL EXPERIENCE AND PAST PERFORMANCE

As part of the written Proposal, the Offeror is required to provide proof to the Guam Police Department that it has delivered a quality work product in a majority of its areas of work and projects. The Guam Police Department is interested in Offeror's overall experience in Guam, other U.S. Territories, and the 50 states. The Offeror shall provide its past performance record on any projects performed in the last three (3) years, for all projects which are not encompassed by the list required in the previous Paragraph. Offeror should demonstrate a track record of effective planning, scheduling and on-time delivery, and successful performance on its projects. Offeror should also demonstrate a track record of teamwork, cooperation,

fair dealing, client service, and relationships of mutual trust and confidence. Emphasis should include the quality of work and timeliness of delivery. This submittal shall not exceed three (3) pages.

The Proposal shall include:

- A list of all projects performed in the last three (3) years, which are not included in the list required under Paragraph O above. This list shall identify project name, project description, location, client references including contact name, address and telephone number, completion date, project budget, project role, type of services provided highlighting work performed and other pertinent information.
- A list of the Offeror's record of cost performance on these projects (original contract award amount versus final contract cost) and explain any cost deviations.
- A list of the Offeror's record of schedule performance (list original schedule versus final completion date) and explain any schedule deviations.
- A history of performance on these other projects that the Offeror was involved with over the past three (3) years. This description of Offeror's performance history should demonstrate Offeror's teamwork, cooperation, fair dealing, client service, and establishment of relationships of mutual trust and confidence.

Q. AGE AND SIZE OF OFFEROR'S BUSINESS

The written Proposal shall include a statement of the age of the offeror's business and average number of employees over the last three (3) years, or if the offeror's business has not been in existence for three (3) years, then the average number of employees since the inception of the business.

R. EVALUATION FACTORS FOR PROPOSALS

Proposals will be evaluated only on the Evaluation Factors listed in this RFP. The quality of Offerors' written Proposals shall be determined using the following Evaluation Factors and the listed associated possible scoring totals. Written Proposals scoring less than 70 points may be rejected from consideration for the award of the contract. The total of 100 possible points is broken down as follows:

EVALUATION FACTORS	SCORE
Quality of Proposal Content and Plan for Performing the Required Services: Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; proposed degree of engagement with stakeholders; and Offeror's plans to meet the Guam Police Department goals for the Services.	25 Points
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities: Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.	25 Points
Availability and Capacity of Offeror: The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the Bureau of Statistics and Plans. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.	22 Points
Offeror's Record of Past Performance on Similar Projects: The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service, and relationships of mutual trust and confidence.	15 Points
Offeror's General Experience and Past Performance: The Offeror's general experience in all areas of its work. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those schedules. Successful performance of all past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service, and relationships of mutual trust and confidence.	10 Points
Age and Size of Offeror's Business: The age of the offeror's business and average number of employees over a previous period of time, as specified in Paragraph Q.	3 Points
Total Points	100 Points

S. REQUEST FOR NON-DISCLOSURE OF CONFIDENTIAL DATA

After award, the winning Proposal becomes a part of the public record of procurement. Offerors may request that portions of their Proposal be kept confidential. If an Offeror is submitting trade secrets or proprietary information in its Proposal that it wishes to keep confidential, then a written request for non-disclosure must be included with the Proposal and those portions of the Proposal which are proprietary must be clearly marked or designated. Material so designated shall accompany the Proposal and shall be readily separable from the Proposal in order to facilitate inspection of the non-confidential portion of the Proposal. However, prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment of the winning Proposal shall be publicly available at the time of the Notice of Award regardless of any designation to the contrary. Any Proposals marked or designated as "Confidential" or "Proprietary" for the entirety of the Proposal shall be rejected.

After receipt of a request to designate portions of the Proposal as confidential, the Guam Police Department will examine the request. The Guam Police Department may review the material declared to be confidential to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. The Guam Police Department will then inform the Offeror of its decision on the request in writing. If the parties do not agree as to the disclosure of certain data, the Offeror may then withdraw the Proposal or submit a protest if permitted by law. If the Proposal is not withdrawn and no protest is received, then the Guam Police Department may disclose those portions of the Proposal for which a non-disclosure request was not granted.

T. MULTIPLE, ALTERNATE, OR LATE PROPOSALS

Multiple or Alternate Proposals will not be accepted, and any multiple or alternate Proposals submitted will be rejected.

Late Proposals will not be accepted, and any late Proposals will be rejected.

U. ALL OR NONE PROPOSALS

Proposals may not limit acceptance to the entire Proposal offering. Proposals that violate this provision shall be deemed to be nonresponsive.

V. AMENDMENTS TO REQUEST FOR PROPOSALS

The Guam Police Department reserves the right to amend this RFP at any time, as provided under Guam's Procurement Law and Guam's Procurement Rules and Regulations. Changes will be announced by an amendment or amendments to this RFP and shall be identified as such. Each Amendment shall refer to the portions of the RFP it amends. Amendments shall be sent to all parties known to have registered for and received an RFP package. The Guam Police Department requires that all prospective Offerors acknowledge receipt of all amendments issued. Amendments shall be distributed to allow prospective Offerors time to consider the amendments in preparing their Proposals or other documents. The Guam Police Department may extend any due date if any amendment makes compliance with the original due date impractical.

W. PRICE PROPOSALS

At the time of submission of the Proposal, all Offerors are required to submit a Price Proposal. For all Price

Proposals submitted with the Proposals, the Price Proposal shall be submitted in a separate, sealed envelope and marked as stated in *Paragraph K* of the Instructions to Offerors Section of the RFP.

All Price Proposals shall include a proposed Project budget addressing the entire time of performance only.

A unit price shall be given for each type of service, and such unit prices shall be the same throughout any resulting contract except to the extent price adjustments may be provided in the solicitation and resulting contract. All deliverables will be payable upon completion, delivery, approval, and acceptance by the Guam Police Department. Monthly or other regularly scheduled deliverables should be itemized and priced by task. Regularly recurring monthly tasks should each be listed as discrete items and the sum of all recurring monthly costs should equal the total monthly invoicing/pricing amount for regular recurring tasks. Travel expenses must be included in the Offeror's service rates and pricing (or the hourly rates which are built into the cost of the deliverable) and may not be billed or priced separately.

Any price adjustments must be agreed to by the Parties and shall be in accordance with the Price Proposal or any cost or pricing data submitted. Price adjustments in the Price Proposal may be considered as a result of documented changes in pricing of materials or labor.

Pursuant to 2 CFR § 200.324(b), if the Offeror is selected for negotiations, the Guam Police Department and the Offeror "must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed." *Id.* **Offeror's Price Proposal must include profit as a separate line item in its proposed budget and pricing.**

X. COST OR PRICING DATA AND CERTIFICATION OF COST OR PRICING DATA

Cost or Pricing Data will be required from any Offeror and its Subcontractor(s) who are selected to conduct contract negotiations. The Cost or Pricing Data shall be submitted to the Guam Police Department Procurement Officer prior to beginning price negotiations at any reasonable time and in any reasonable manner requested by the Guam Police Department. The Cost or Pricing Data documentation is separate from Offeror's Price Proposal. Such data shall be specifically identified in writing by the Offeror as Cost and/or Pricing Data. The Offeror is required to keep these data current until the negotiations are completed.

In addition, a Certification of the Cost or Pricing Data will also be required from the Offeror and its Subcontractor(s) with whom a contract is successfully negotiated. The Certification of the Cost or Pricing Data shall be separately provided to the successful Offeror by the Guam Police Department when required. The Offeror shall certify as soon as practicable after the agreement is reached on price that, to the best of the Offeror's knowledge and belief, the cost or pricing data submitted are accurate, complete, and current.

Neither the Cost or Pricing Data nor a Certification of the Cost or Pricing Data shall be submitted with the Offeror's Proposal; these documents shall only be submitted when and as requested by the Bureau of Statistics and Plans. Refusal to provide the Cost or Pricing Data or the Certification of the Cost or Pricing Data may result in disqualification.

Y. STATUS OF FUNDING AND COMPLIANCE WITH FUNDING TERMS AND CONDITIONS

Funds are presently available for this solicitation. These funds are currently available from the U.S. Department of Justice, Bureau of Justice Assistance FY 23 Violent Street Crimes Task Force Project Funds Program under Federal Award 15PBJA-23-GG-02974-MUMU. The Government's obligation under any proposed contract is contingent upon the availability of funds from which payment for contract purposes can be made. (See Also RFP Section II, General Terms and Conditions, Paragraph C for Multi-Term Contracts.) The issuance of this solicitation does not compel the award of any contract.

All Offerors and Subcontractors are required to comply with the terms and conditions of the Guam Police Department applicable funding requirements under Federal Award 15PBJA-23-GG-02974-MUMU.

Z. WAGE AND BENEFIT REQUIREMENTS

Whenever the Government of Guam enters into a procured contractual arrangement with an Offeror for the provision of a service to the Government of Guam, and the Offeror employs a person(s) whose purpose, in whole or in part, is the direct delivery of the service contracted by the Government of Guam, then the Offeror shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of the contract deliverables to the Government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to the Offeror by the Government of Guam shall be used to determine the wages which shall be paid to employees pursuant to Guam's Procurement Law, if applicable. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by Guam's Procurement Law, that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply, if applicable. In addition to the required Wage Determination, any contract to which this requirement applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

To ensure compliance with these provisions, Offeror must complete and attach Declaration re: Compliance with U.S. DOL Wage Determination (AG Form 006), located at Section VIII of this RFP, to the Proposal. Failure to complete, sign, and submit this document with the Proposal may result in rejection of the Proposal. Offeror must also attach the most current applicable Wage Determination issued by the U.S. Department of Labor for Guam and the Marianas Islands, located at Section X of this RFP, to the Proposal. Failure to submit this document with the Proposal may result in rejection of the Proposal.

AA. SUBCONTRACTORS

1. **Subcontractor.** A subcontractor is a person or entity who has a direct contract with the Offeror/Contractor or a higher tier subcontractor to perform a portion of the Services in this solicitation.
2. **Award of Subcontracts and Other Contracts for Portions of the Services.**
 - a. All Offerors shall furnish in writing to the Guam Police Department the names of all known persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed to provide subcontracting services on each principal portion of the Scope of Services by completing, signing, and attaching the Subcontractor Utilization Form to the Offeror's

Proposal. The Guam Police Department may conduct discussions with the Offeror: (1) stating whether the Guam Police Department has reasonable objection to any such proposed person or entity; or (2) stating whether the Guam Police Department require additional time for review or additional information concerning the utilization of a proposed person or entity. If the Offeror fails to submit this form with its Proposal, that Offeror may be disqualified. If this occurs the Guam Police Department will select the next highest ranked qualifying Offeror for negotiations.

- b. The Guam Police Department and the Government of Guam reserve the rights to object to Offeror's utilization of any subcontractor and to require substitution of the subcontractor for cause. The Offeror shall not contract with a proposed person or entity to whom the Guam Police Department has made reasonable and timely objection. The Offeror shall not be required to contract with anyone to whom the Offeror has made reasonable objection.
 - c. The Offeror shall not substitute a subcontractor, person or entity set forth in its Proposal or in the Subcontractor Utilization Form, located at Section XI of this RFP, unless Offeror has obtained the written consent of the Bureau of Statistics and Plans, or unless the Guam Police Department require such substitution. Offeror must notify the Guam Police Department in writing prior to any termination or substitution of a subcontractor listed in the Proposal or Proposal Documents. Failure by the Offeror to follow these requirements shall constitute a material breach of the terms of this RFP, which may result in the termination of any awarded contract or other legally available remedies.
 - d. The Offeror shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any subcontract in excess of \$10,000 at any tier of services under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
3. **Subcontractual Relations.** By appropriate written agreement, the Offeror shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to the Offeror by the terms of its Proposal and any resulting Contract, and to assume toward the Offeror all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which the Offeror assumes toward the Guam Police Department. Each subcontract agreement shall preserve and protect the rights of the Guam Police Department under this solicitation with respect to the Services to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Offeror shall have full responsibility for the satisfactory performance of the Services under the RFP, the Proposal and Proposal Documents, the Scope of Services and any conditions, plans, or specifications, and any awarded contract, for any subcontracts which the Offeror may let.
4. **Subcontracts.** The Offeror and subcontractor(s) shall insert in any subcontracts the clauses set forth in this solicitation and any awarded contract, to include a clause requiring all subcontractors to include these clauses in any lower tier subcontracts. The Offeror shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Paragraph BB.

BB. CONFLICTS OF INTEREST

This is a federally funded project and pursuant to 2 CFR §200.318 (c)(2), 200.319(a) and 13 CFR Chapter III, part 305 and §302.17 in order to ensure objective contractor performance and eliminate unfair competitive advantage, Offerors that have organizational conflicts of interest or who have developed, prepared, furnished, or drafted any specifications, requirements, statements of work, scope of services,

invitations for bids, or requests for proposals related to this solicitation must be excluded from competing for such procurements.

Therefore, all Offerors shall follow the Conflict of Interest (COI) Guidelines attached to this RFP when submitting a Proposal in response to this federally funded Guam Police Department solicitation or procurement or when entering into any federally funded contract with the Bureau of Statistics and Plans. The Offeror shall follow these COI Guidelines throughout the period during which the Offeror's Proposal is open or the contract is in effect. All Offerors shall provide the COI Guidelines and associated COI Disclosure Form to all of its Subconsultants and Subcontractors at any tier of a contract and shall ensure that the Offeror and each of its Subconsultants or Subcontractors make any disclosures required by these guidelines or as required by this RFP or any awarded Contract. The Guam Police Department will follow and apply these COI Guidelines when conducting procurements. If a conflict of interest or potential conflict of interest is determined to exist, the Guam Police Department will attempt to determine whether the conflict of interest can be avoided or mitigated. Before determining to withhold an award based on conflict-of-interest considerations, the Guam Police Department shall notify the Offeror, provide the reasons therefore, and allow the Offeror a reasonable opportunity to respond.

All Offerors must complete and submit the Conflict of Interest (COI) Disclosure Form located at Section XII of this RFP with the Offeror's Proposal. Each disclosure of a qualifying potential conflict on the Conflict-of-Interest Disclosure Form shall include a signed statement by the current or former Guam Police Department employee of their role or proposed role for the Offeror in the particular Procurement and any resulting Contract on the "Relatives and Former Guam Police Department Employees - Roles and Signatures" page of the form. Failure to complete and submit the COI Disclosure Form may result in the rejection of the Proposal.

CC. DISCLOSURE OF MAJOR SHAREHOLDERS

As a condition of submitting a Proposal, any partnership, sole proprietorship, business entity, or corporation doing business with the Guam Police Department shall submit an Affidavit or Declaration executed under oath that lists the name and address of any person/entity who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding publication of the solicitation on the Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest attached to this RFP at Section IV.

Electronic proposal submission is permitted, and electronic signatures are permitted, all "Affidavits" attached should be changed to "Declarations" in all Tables of Contents, titles of documents, including the AG Forms attached to the RFP, and notary blocks should be removed and the following language inserted for signature blocks: "I declare (or certify, verify or state) under penalty of perjury under the laws of Guam that the foregoing is true and correct. Executed on (date)."

This form shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have been held by each such person/entity during the preceding twelve (12) month period, and other ownership disclosures in accordance with Public Law 36-13. In addition, the form shall contain the name and address of any person/entity who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the Proposal for the Offeror and shall also contain the amounts of any such commission, gratuity

or other compensation, and shall list any required conflicts of interest. Any Offeror selected for negotiations must keep this form current through the date that a Notice of Award is issued in this procurement, and throughout any awarded contract, if the Offeror is awarded the contract. A Proposal from any Offeror listing a person with a potential conflict of interest on the form may be rejected. The form shall be open and available to the public inspection and copying. This Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest attached to this RFP must be completed and returned with the Offeror's Proposal. Failure to submit the completed form with the Offeror's Proposal may be deemed nonresponsive and cause for rejection of the Proposal upon opening.

Section II.

GENERAL TERMS AND CONDITIONS

TABLE OF CONTENTS OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following lettered paragraphs:

- A. Authority
- B. Special RFP Terms for Multi-Term Contracts
- C. Methods of Award
- D. Cancellation and Rejection
- E. Taxes
- F. Withholding Assessment Fee
- G. Permits, Licensing, and Compliance with Laws
- H. Mandatory Prohibitions
- I. Mandatory Warranties
- J. Equal Employment Opportunity
- K. Compliance with Americans with Disabilities Act (ADA)
- L. Proposals
- M. Review of Proposals
- N. Independent Price Determination
- O. Acceptance of Solicitation Terms and Applicable Laws
- P. Modification and Withdrawal of Proposals
- Q. Clarification/Discussion of Proposals
- R. Evaluation Criteria for Selection
- S. Responsibility of Offerors
- T. Selection of Best-Qualified Offeror
- U. Negotiation and Award of Contract
- V. Access to Records, Inspection, and Audit Review
- W. Local Procurement Policy
- X. Relations with Other Government Agencies
- Y. Obligations of the Offeror
- Z. Procurement of Recovered Materials
- AA. Guam and Federal Debarment
- BB. Certification Regarding Lobbying
- CC. Domestic Products Preference
- DD. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment

A. AUTHORITY

This Request for Proposal ("RFP") solicitation is issued subject to the provisions of the Guam Procurement Act (as amended) and the Guam Procurement Regulations (copies are available for inspection at the General Services Agency of the Government of Guam). By submitting a Proposal, Offerors agree to be bound by all the laws and regulations of Guam. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

B. SPECIAL RFP TERMS FOR MULTI-TERM CONTRACTS

Any contract awarded under this RFP is subject to the availability of certified funds. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period. In the event that funds are not available for any succeeding fiscal period, the contract shall be canceled; however, this does not affect either Party's right to terminate under the termination clauses of the contract. If the contract is canceled for insufficient funds, the awarded Contractor shall be reimbursed its unamortized, reasonably incurred, non-recurring costs.

C. METHOD OF AWARD

The Guam Police Department intends to review the Proposals as soon as possible after the submission due date for Proposals as provided herein. The Proposals submitted will be the primary documents for evaluation. The Guam Police Department reserves the right to waive any minor information or irregularity in the Proposals received. The Guam Police Department may award, allow amendments, or reject Proposals in whole or in part as permitted by law. The Guam Police Department is not responsible for any costs incurred by the Offerors. The Guam Police Department reserves the right to retain copies of all Proposals submitted regardless of whether an Offeror is selected for negotiations or awarded a contract. Submission of a Proposal indicates acceptance of these terms and conditions by the Offeror.

D. CANCELLATION AND REJECTION

The Guam Police Department shall have the right to cancel this solicitation in whole or in part at any time, and to reject in whole or in part any or all Proposals or offers which have been submitted in response to this RFP at any time if the Guam Police Department determine such to be in the best interest of the Guam Police Department and/or the Government of Guam.

E. TAXES

Offerors may be subject to taxation, including but not limited to, Gross Receipts Tax, Guam Business Privilege Tax, Guam Income Tax and the payment of any and all taxes which may be due as a result of entering into this agreement are the sole responsibility of the Offeror and its subcontractors and any permitted assignees or successors in interest. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

F. WITHHOLDING ASSESSMENT FEE

All procurements of professional services are subject to a withholding assessment fee for nonresident persons or companies without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all Government of Guam contracts for any professional services provided by a non-resident person or company residing outside of Guam, as a cost of doing business with the Government of Guam, in accordance with 11 GCA § 71114 (P.L. 33- 166).

G. PERMITS, LICENSING, AND COMPLIANCE WITH LAWS

The selected Offeror shall be required to obtain all permits and comply with all Federal and Territorial laws, ordinances, or rules applicable to its professional licensing and the provision of equipment and services to the Government of Guam. Specific information on licenses required by the Government of Guam may be obtained from the Director of Revenue and Taxation. The Offeror shall provide a copy of its current, appropriate business licenses or a statement of exemption pursuant to Title 11 of the Guam Code Annotated, §§ 70126 and 70130, any required Certificate of Authority ("COA") issued by the Director of Revenue and Taxation, Guam Board of Registration for Professional Engineers, Architects & Land Surveyors (PEALS), or other applicable regulating agency or board, pursuant to applicable Guam laws, including, but not limited to: 22 GCA § 15307; 22 GCA § 15102; 18 GCA § 7102; and 11 GCA § 106213, within 10 days of the issuance of a Notice of Award to the Offeror from the Bureau of Statistics and Plans.

All Offerors agree by submitting this Proposal that they will follow all applicable federal and local laws and regulations governing their submissions and performance under any contract issued under this RFP.

H. MANDATORY PROHIBITIONS

1. Prohibition of Gratuities, Kickbacks, and Favors.

Gratuities. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal Therefore.

Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Favors to the Territory. It shall be a breach of ethical standards for any person who is or may

become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the Territory or for any employee or agent of the Territory to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the Territory whether or not such favor or gratuity may be considered a reimbursable expense of the Territory, during the pendency of any matter related to procurement, including contract performance warranty periods.

2. **Prohibition of Employment of Sex Offenders.** No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the Government of Guam, shall work for his employer on the property of the Government of Guam other than a public highway.
3. **Prohibition of Contingent Fees.** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
4. **Ethical Standard.** It shall be a breach of ethical standards for an Offeror to knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the Government of Guam Procurement Regulations.

I. MANDATORY WARRANTIES

1. **Representation Regarding Gratuities and Kickbacks.** The Offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. Offeror further agrees to execute and file a Non-Gratuity Affidavit before final payment under the contract is made by the Bureau of Statistics and Plans.
2. **Warranty against Employment of Sex Offenders.** Offeror warrants that: (1) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Offeror while on Government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of Offeror is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such

offenses, or who is listed on the Sex Offender Registry at any time during the performance of the contract, that such person will be immediately removed from working on government property and Offeror warrants that it will notify the Director of the Guam Police Department within twenty-four (24) hours of such conviction. If Offeror is found to be in violation of any of the provisions of this paragraph, then the Guam Police Department will give notice to Offeror to take corrective action. Offeror shall take corrective action within twenty-four (24) hours of notice from the Bureau of Statistics and Plans, and Offeror shall notify the Guam Police Department when action has been taken. If Offeror fails to take corrective steps within twenty-four (24) hours of notice from the Bureau of Statistics and Plans, then the Guam Police Department in its sole discretion may temporarily suspend this agreement.

3. **Covenant Against Contingent Fees.** The Offeror warrants that it has not employed any person to solicit or secure any contract resulting from this RFP upon agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Guam Police Department the right to terminate the contract, or in its discretion, deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Offeror upon contracts or sales secured or made through bona-fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.
4. **Representation Regarding Ethical Standards.** Offeror represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the Government of Guam Procurement Regulations.

J. EQUAL EMPLOYMENT OPPORTUNITY

By submitting a Proposal, the Offeror and all subcontractors agree to comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Offeror and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b). The Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Project activities and Services under this RFP.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this RFP. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age or disability. If awarded the contract, the Offeror will take whatever

steps are necessary to ensure that its employees are treated equally during employment without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

K. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

Offerors must meet all applicable ADA regulations and requirements.

L. PROPOSALS

The Offeror is required to read each and every page of its Proposal and by the act of submitting a Proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to review or inspect constitute grounds for a claim or for the withdrawal of a Proposal after opening. Proposals shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a Proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Proposal, or irregularities of any kind may be rejected by the Guam Police Department in whole or in part.

M. REVIEW OF PROPOSALS

The Guam Police Department intends to review the Proposals as soon as possible after the submission due date for Proposals as provided herein. The Proposals submitted will be the primary documents for evaluation. The Guam Police Department reserves the right to waive any minor information or irregularity in the Proposals received. The Guam Police Department may award, allow amendments, or reject Proposals in whole or in part as permitted by law. The Guam Police Department is not responsible for any costs incurred by the Offerors. The Guam Police Department reserves the right to retain copies of all Proposals submitted regardless of whether an Offeror is selected for negotiations or awarded a contract. Submission of a Proposal constitutes acceptance of these terms and conditions by the Offeror.

N. INDEPENDENT PRICE DETERMINATION

By submitting a Proposal, the Offeror certifies that if selected for negotiations, any price, pricing data, or Price Proposal submitted by the Offeror is independently arrived at without collusion.

O. ACCEPTANCE OF SOLICITATION TERMS AND APPLICABLE LAWS

The Offeror is required to read each and every page of this RFP, and by the act of submitting a Proposal shall be deemed to have accepted all conditions contained herein and to be bound by the laws of Guam and any other applicable laws. This RFP is issued subject to all the provisions of Guam's Procurement Law (5 GCA §§ 5001, et seq.) and the Guam Procurement Regulations, copies of which are available for inspection at the General Services Agency of Guam.

Guam's Procurement Law and this RFP require all parties involved in the preparation, evaluation,

negotiation, performance, or administration of contracts to act in good faith. Proposals may not be withdrawn by Offeror on the basis of Offeror's unfamiliarity with the required terms or applicable laws. Offeror may not propose or negotiate any conditions, omissions, unexplained erasures, irregularities, alterations, or items that are in contravention of the terms and conditions of the RFP or applicable law. The Guam Police Department may deem such proposed items to constitute a showing of bad faith, in whole or in part, which may result in debarment or other legal remedies against the Offeror.

If any part, term, or condition of this RFP is found to be contrary to the Guam Procurement Law, the Guam Code, any applicable Guam Administrative Rules and Regulations, or is found to contain ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law or other applicable Guam law or rules.

P. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn at any time prior to the conclusion of discussions, as provided under Guam's Procurement Law and Guam's Procurement Rules and Regulations. In no case will failure to review or inspect constitute grounds for a claim or for the withdrawal of a Proposal after opening. The Government reserves the right to waive any minor informalities in Proposals received, or to have them corrected by the Offeror, in accordance with applicable regulations.

Q. CLARIFICATION/DISCUSSION OF PROPOSALS

After the receipt and opening of Proposals and at its option, the Guam Police Department or its designee(s), may conduct discussions with Offerors that have submitted timely, valid Proposals for the purpose of clarification, to assure full understanding and responsiveness to the solicitation requirements, as permitted under Guam's Procurement Law and Guam's Procurement Rules and Regulations. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to Proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, all Proposals should be submitted initially on the Offeror's most favorable terms. In conducting discussions there shall be complete confidentiality of any information derived from Proposals submitted by competing Offerors.

R. EVALUATION FOR SELECTION

Upon the receipt of all Proposals, a selection team will be convened to select the most responsive and qualified Offerors. The Guam Police Department may conduct discussions with any Offeror to determine the Offeror's qualifications and/or to explore the scope and nature of the Services, the Offeror's proposed method of performance and the relative utility of alternative methods of approach to the Project. Following the validation of qualifications or other discussions, the Guam Police Department or its designee(s), will select in the order of their respective qualification and evaluation ranking, no fewer than three acceptable Proposals (or such lesser number if fewer

than three acceptable Proposals were received) by Offerors deemed to be qualified to provide the Services, and the Proposals shall be ranked in accordance with their evaluation scores.

S. RESPONSIBILITY OF OFFERORS

Before awarding a contract to an Offeror, the Guam Police Department must be satisfied that the Offeror is responsible. Offerors shall supply information requested by the Guam Police Department concerning the responsibility of the Offeror. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror. In determining the responsibility of the best qualified Offeror, the Guam Police Department shall be guided by the following:

1. The Offeror's current capability in all respects to perform fully the contract requirements;
2. The Offeror's current integrity and reliability which will assure good faith performance;
3. Whether the Offeror has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
4. The Offeror's satisfactory record of integrity with regard to previous contracts and contract awards;
5. The Offeror's satisfactory record of performance with regard to previous contracts and contract awards;
6. Whether the Offeror has qualified legally to contract with the government of Guam; and
7. Whether the Offeror has supplied all necessary information in connection with any inquiry concerning responsibility.

T. SELECTION OF BEST-QUALIFIED OFFEROR

Upon the conclusion of the discussion and evaluations procedures as provided under this RFP and Guam's Procurement Law, the Guam Police Department shall notify the selected Offerors of their rankings with the intent to begin negotiating a contract with the highest ranked and best-qualified Offeror first.

U. NEGOTIATION AND AWARD OF CONTRACT

The Guam Police Department shall negotiate a contract with the best-qualified Offeror for the Services at a compensation determined in writing by the Guam Police Department to be fair and reasonable. The Guam Police Department reserve the right to contract for the work hereunder in planned phases which is dependent upon need and funding availability. Contract negotiations will be directed toward: (1) making certain that the Offeror has a clear understanding of the scope of services, specifically, the essential requirements involved in providing the Services; (2) determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the Services, and the scope, complexity

and nature of such services. Additionally, pursuant to 2 CFR § 200.324(b), if the Offeror is selected for negotiations, the Guam Police Department and the Offeror “must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed.” *Id.*

1. **Successful Negotiation of Contract with Best-Qualified Offeror:** If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror, the contract will be awarded to that Offeror.
2. **Failure to Negotiate Contract with Best-Qualified Offeror:** If compensation, contract requirements or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the file and the Guam Police Department will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three (3) days. Upon failure to negotiate a contract with the best-qualified Offeror, the Guam Police Department will enter into negotiations with the next most qualified Offeror. If negotiations again fail, negotiations will be terminated as provided in this Paragraph and commence with the next most qualified Offeror.
3. **Notice of Award:** Written notice of award will be issued to the Offeror with whom a contract is successfully negotiated and will be public information which is made a part of the contract file.
4. **Failure to Negotiate Contract with Offerors Initially Selected as Qualified:** Should the Guam Police Department be unable to negotiate a contract with any of the Offerors initially selected as qualified Offerors, Proposals may be re-solicited or additional Offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

V. ACCESS TO RECORDS, INSPECTION, AND AUDIT REVIEW

The Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Offeror which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Offeror or proposed subcontractor’s facility or place of business and perform tests both: prior to award of a contract, to determine the Offeror’s responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Offeror’s or subcontractor’s facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded Offeror is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Offeror’s personnel for the purpose of interview and discussion related to such documents. By submitting a Proposal in response to this RFP, the Offeror agrees to abide by the following access, audit, and inspection terms:

- A. *Access to Records and Retention.* The Offeror, including its subcontractors, if any, agrees that it

shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Proposal, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract, for inspection in Guam or at any reasonable location designated by the Bureau of Statistics and Plans, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, and authorized representatives, unless the Offeror is notified in writing by the U.S. Department of Justice, Bureau of Justice Assistance, the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the Guam Police Department to extend the retention period. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Paragraph for any contract awarded under this solicitation.

- B. *Right to Audit.* Offeror shall establish and maintain a reasonable accounting system that enables the Bureau of Statistics and Plans, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives to readily identify Offeror's assets, expenses, costs of goods, and use of funds. The Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Proposal or this solicitation which are kept by or under the control of the Offeror, including, but not limited to those kept by the Offeror, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including Proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating worksheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Offeror shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. The Offeror shall at any time requested by the Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives whether before, during, or after completion of an awarded contract, and at Offeror's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Such records shall be made available to the Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives during

normal business hours at the Offeror's office or place of business and without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Offeror shall ensure the Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives has these rights with Offeror's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Offeror and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Offeror's obligations to the Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Offeror to the Guam Police Department in excess of one-half of one percent (.5%) of the total contract billings, the Offeror shall reimburse the Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives may recoup the costs of the audit work from the Offeror. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Offeror's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives' findings to Offeror.

- C. *Right to Enter and Inspect.* The Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives may, at any time, without notice enter and inspect an Offeror's or subcontractor's facilities, place(s) of business, or any place(s) of performance of any awarded contract relating to Offeror's Proposal or this solicitation, or any contract awarded pursuant to this solicitation. The Guam Police Department, U.S. Department of Justice, Bureau of Justice Assistance, the Comptroller General of the United States, or any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of any awarded contract and may conduct any testing deemed necessary to determine the Offeror's or subcontractor's compliance or conformity to the solicitation or contract requirements. The Guam Police Department, the Government of Guam, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, and/or any authorized representatives may enter and audit the cost or pricing data, books, and records of the Offeror

or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations, or any applicable federal debarment provisions.

W. LOCAL PROCUREMENT POLICY

No specification, term, condition, or qualification of this RFP shall exclude any Offeror from consideration on the basis of Guam-only experience provided that the experience of such Offeror is otherwise responsive to the solicitation, in accordance with the requirements of 5 GCA § 5008(e).

X. RELATIONS WITH OTHER GOVERNMENT AGENCIES

All directions within the scope of the RFP and the awarded contract will be issued by the Chief of the Guam Police Department and the Offerors and any awarded Contractor shall not accept such direction from others. Information provided by other government agencies or entities which seemingly conflicts with information provided by the Guam Police Department in this solicitation will be discussed with the Chief of the Guam Police Department immediately. This policy is not intended to prevent the Offerors or any awarded Contractor from obtaining necessary information from other governmental agencies or entities.

Y. OBLIGATIONS OF THE OFFEROR

The Offeror shall be responsible for the professional and technical accuracy of its Proposal and the coordination of all designs, drawings, specifications in its Proposal, and all designs, drawings, specifications, and any other work, services, and materials furnished under any awarded contract. The Offeror shall, without additional cost to the Guam Police Department or the government of Guam, correct and revise all errors or deficiencies in its Proposal, and if awarded a contract, shall correct and revise all errors or deficiencies in its designs, drawings, specifications, and in its work services, or materials furnished by the Offeror, if found to be defective by the Bureau of Statistics and Plans. The Offerors are responsible for securing all approvals for entry onto private property.

Z. PROCUREMENT OF RECOVERED MATERIALS

This is a federally funded Project and pursuant to 2 CFR § 200.322, any Offeror awarded a contract under this RFP and all of its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, with CFR 121 OMB Guidance § 200.324 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials

identified in the EPA guidelines.

AA. GUAM AND FEDERAL DEBARMENT

Offeror warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and if awarded a contract under this RFP that it will not employ any subcontractors who have been federally debarred or debarred by the Government of Guam.

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award of federal funds (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. By submitting a Proposal, Offeror warrants that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), and will comply with the provisions of Subpart C of 2 CFR Part 1326, "Nonprocurement Debarment and Suspension," (published in the Federal Register on December 21, 2006, 71 FR 76573) which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

If awarded any contract offered under this RFP, Offeror agrees to the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transaction (Sub-Recipient), which is a material representation of fact, and agrees to include the following notice in the awarded contract, sub-award, or subcontract, as applicable:

"Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to 2 CFR Part 1326, Subpart C, "Government-wide Debarment and Suspension (Nonprocurement)." In addition, applicants/bidders for a lower tier covered transaction for a sub-award, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying."

Offerors should familiarize themselves with these provisions, including the certification requirements. Therefore, after award, applications for any lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying - Lower Tier Covered Transactions," completed without modification.

BB. CERTIFICATION REGARDING LOBBYING

Offeror agrees, by submitting a Proposal, to comply with the requirements set forth under the Certification Regarding Lobbying and Disclosure Form and the implementing regulations

published at 15 CFR Part 28, "New Restrictions on Lobbying." These provisions prohibit the use of Federal funds for lobbying the Executive or Legislative branches of the Federal Government in connection with an award and require the disclosure of the use of non-Federal funds for lobbying. If awarded a contract from this RFP, Offeror agrees to the following Certification Regarding Lobbying as a material representation of fact. This certification is a prerequisite for entering into the agreement offered under this RFP, imposed by Section 1352, as amended, Title 31, U.S. Code:

"The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of the contract or any Federal grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the contract, or any Federal grant, loan, or cooperative agreement, the undersigned shall complete and submit the Certification Regarding Lobbying on "Form LLL, Disclosure of Lobbying Activities," also known as Form SF LLL. In accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the contract. The Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification and disclosure. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

Additionally, all awarded Contractors and subcontractors who receive more than \$100,000 in federal funds must submit the Certification Regarding Lobbying on "Form LLL, Disclosure of Lobbying Activities," also known as Form SF-LLL. This form assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on the form. Submission of this certification is a prerequisite for entering into any contract funded with federal award funds of more than \$100,000.00, as imposed by Executive Order 12549, 28 CFR Part 67, Section 67.510. If awarded any contract from this RFP, Form SF-LLL must be submitted to the Guam Police Department, after award, by any awarded contractor or

subcontractor receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities: (a) with profits from federal contracts; or (b) funded with nonfederal funds.

CC. DOMESTIC PRODUCTS PREFERENCE

As appropriate and to the extent consistent with law, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts, including all purchase orders for work or products under this subaward. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

DD. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, Offeror and all subcontractors are prohibited from procuring, obtaining, or purchasing: 1) equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system for this procurement. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; and 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section III.

SCOPE OF SERVICES

Professional Services for Licensed Plate Recognition Hands on Training with System Build and Covert Operations Training

A. BACKGROUND

The integration of advanced electronic surveillance and automated intelligence-gathering tools has become a critical baseline for modern law enforcement agencies targeting organized crime, narcotics trafficking, and violent offenses. To strengthen local interdiction efforts, the Guam Police Department (GPD) operates specialized units, including the Violent Street Crimes Task Force (VSCTF). In addition to direct tactical investigations, federal funding initiatives support state, local, and territorial jurisdictions by providing resources for specialized technical training, equipment procurement, and infrastructure development. These initiatives are designed to foster technical self-sufficiency and establish scalable, high-efficiency enforcement platforms in remote jurisdictions.

To maximize the impact of these resources, GPD relies on a multi-phased approach to scale its surveillance infrastructure safely and cost-effectively. GPD has successfully completed Phase I, providing specialized high voltage training that meets Occupational Safety and Health Administration (OSHA) standards for its technical personnel. This training ensured strict compliance with federal workplace safety mandates and established the critical baseline safety protocols required for public utility electrical tie-ins.

The department now intends to contract a qualified vendor to execute Phase II, which merges specialized logistics management with an intensive, 10-day hands-on training program. This phase is funded by the VSCTF initiative and will focus on the field deployment of eight (8) automated License Plate Recognition (LPR) systems, the deployment of one (1) stationary CCTV camera focused on foot traffic in a high-trafficked area, and the custom laboratory fabrication of three (3) overt/covert pole-mounted camera platforms. This collective build will rapidly expand GPD's real-time investigative capacity across both vehicular and pedestrian corridors while strictly maintaining OSHA-compliant field practices.

B. PURPOSE

The goal of this project is intended to make Guam's communities safer by enhancing the operational capacity of law enforcement to monitor, detect, and respond to criminal activity in real time. It requires the specialized integration of advanced technology into public infrastructure to disrupt trafficking, track suspect vehicles, and intercept criminal elements effectively. This project also mandates that the Guam Police Department expand its long-term technical sustainability by establishing a self-sufficient, highly trained team capable of building, deploying, and maintaining its own advanced overt and covert surveillance platforms.

C. SCOPE OF SERVICES

The Guam Police Department is seeking a consultant through a contractual service that will deliver advanced instruction, hands-on fabrication training, and technical guidance to GPD personnel, ensuring long-term sustainability and cost-effective expansion of surveillance infrastructure.

D. DELIVERABLES

- Comprehensive training plan, curriculum, schedule, and instructional materials.
- End-to-end equipment shipping coordination, logistics management, tracking, and delivery confirmation for all project hardware shipped to Guam.
- Eight (8) fully installed, configured, tested, and operational License Plate Recognition (LPR) camera systems.
- One (1) fully operational AI-enabled CCTV camera integrated with pedestrian, vehicle, and traffic analytics capabilities.
- Three (3) custom tactical pole camera systems fabricated, programmed, field-tested, and operational.
- Secure on-premise and cloud-based data storage infrastructure configured for system operations and data retention.
- Hands-on covert surveillance training covering fabrication, installation, programming, deployment, and operational best practices.
- Twenty-four (24) months of software licensing, updates, and support for all deployed systems.
- Transfer of all specialized tools, fabrication equipment, diagnostic devices, and related accessories to GPD ownership.
- All supplemental hardware, network components, mounting equipment, infrastructure materials, and ancillary items necessary for full project implementation, including coordination with Department of Public Works (DPW) infrastructure and local telecommunications network requirements
- Training completion report documenting attendance, competencies achieved, and recommendations for future expansion.
- Complete technical documentation package, including as-built drawings, schematics, network configurations, operating procedures, and maintenance guides.
- Fully executed Project Service Agreement (PSA) completed prior to project commencement and required for authorization of all project activities.

E. SCHEDULE AND SUBMITTALS

The Guam Police Department must complete this project by September 30, 2026. To meet this deadline, all Offerors must submit a proposed project schedule with the proposal. The awarded Contractor must timely follow the finalized Schedule of Services. For purposes of this RFP, the services will not be considered complete until all draft submittal comments have been addressed and the work is completed and submitted to the Guam Police Department.

F. AUTHOR AND REFERENCE MATERIALS FOR SPECIFICATIONS

This Scope of Services was drafted by Chris Anthony M. Dangan, Guam Police Department, Police Sergeant I, and approved under the late Stephen C. Ignacio, Chief of Police, Guam Police Department. The following technical literature and reference materials were utilized in drafting the Scope of Services:

- U.S. Department of Justice, Bureau of Justice Assistance 15PBJA-23-GG-02974-MUMU Grant Award Narrative

**SECTION IV. AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE,
COMMISSIONS AND CONFLICTS OF INTEREST
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))
(AG Form 002)**

CITY OF _____)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring during the 365 calendar days preceding the publication of this solicitation and until award of a contract. This includes the duty to disclose any changes to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose any changes to the facts disclosed herein continues throughout the life of the contract, including any extensions or renewals.

- A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
---------------	--	---------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Page 1 of 4

[] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Own Name _____

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
------	--	------------------------

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name

Principal Place of Business Street Address

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name

Principal Place of Business Street Address

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(date)

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective
Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a corporation

Subscribed and sworn to before me

This _____ day of _____, 20 _____.

NOTARY PUBLIC

My commission expires: _____

Section V. AFFIDAVIT RE: NON-COLLUSION
(AG Form 003)

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.

CITY OF _____)
) SS.
ISLAND OF GUAM)

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Section VII. AFFIDAVIT RE: ETHICAL STANDARDS
(AG Form 005)

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:

Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires _____, _____.

Section VIII. DECLARATION RE: COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

(AG FORM 006)

Procurement No.: _____

Name of Offeror Company:

I, _____ hereby **certify under penalty of perjury**:

(1) That I am _____ [*please select one: the Offeror, a partner of the Offeror, an officer of the Offeror*] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage

Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the Offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS - Please attach*]

Signature

AG Procurement **Form 006** (Feb. 16, 2010)

Section IX. CONTINGENT FEES (AG FORM 007)

CITY OF _____)

) SS.

ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]
_____.
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires _____, _____.

AG Procurement Form 007 (Jul. 15, 2010)

Section X. U.S. DEPARTMENT OF LABOR WAGE AND BENEFIT DETERMINATION (SCA)

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5693
Revision No.: 27
Date Of Last Revision: 5/13/2026

State: Guam, Northern Mariana Islands, Wake Island

Area: Guam Counties of Guam

Northern Mariana Islands Counties of Mariana and Northern Marianas

Wake Island Counties of Wake Island

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85
01012 - Accounting Clerk II		16.67
01013 - Accounting Clerk III		18.64
01020 - Administrative Assistant		23.15
01035 - Court Reporter		18.86
01041 - Customer Service Representative I		14.06
01042 - Customer Service Representative II		15.39
01043 - Customer Service Representative III		17.22
01051 - Data Entry Operator I		13.28
01052 - Data Entry Operator II		14.49
01060 - Dispatcher, Motor Vehicle		18.86
01070 - Document Preparation Clerk		15.02
01090 - Duplicating Machine Operator		15.02
01111 - General Clerk I		12.37
01112 - General Clerk II		13.50
01113 - General Clerk III		15.15
01120 - Housing Referral Assistant		21.02
01141 - Messenger Courier		12.00
01191 - Order Clerk I		13.76
01192 - Order Clerk II		15.02
01261 - Personnel Assistant (Employment) I		16.86

01262 - Personnel Assistant (Employment) II	18.86
01263 - Personnel Assistant (Employment) III	21.02
01270 - Production Control Clerk	25.27
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	16.86
01311 - Secretary I	16.86
01312 - Secretary II	18.86
01313 - Secretary III	21.02
01320 - Service Order Dispatcher	16.86
01410 - Supply Technician	23.15
01420 - Survey Worker	18.69
01460 - Switchboard Operator/Receptionist	10.98
01531 - Travel Clerk I	15.02
01532 - Travel Clerk II	16.85
01533 - Travel Clerk III	18.26
01611 - Word Processor I	15.02
01612 - Word Processor II	16.86
01613 - Word Processor III	18.86
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.14
05010 - Automotive Electrician	17.97
05040 - Automotive Glass Installer	16.81
05070 - Automotive Worker	16.81
05110 - Mobile Equipment Servicer	14.42
05130 - Motor Equipment Metal Mechanic	19.14
05160 - Motor Equipment Metal Worker	16.81
05190 - Motor Vehicle Mechanic	19.14
05220 - Motor Vehicle Mechanic Helper	13.20
05250 - Motor Vehicle Upholstery Worker	15.64
05280 - Motor Vehicle Wrecker	16.81
05310 - Painter, Automotive	17.97
05340 - Radiator Repair Specialist	16.81
05370 - Tire Repairer	12.98
05400 - Transmission Repair Specialist	19.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.43
07041 - Cook I	16.18
07042 - Cook II	18.86
07070 - Dishwasher	10.00
07130 - Food Service Worker	10.57
07210 - Meat Cutter	13.36
07260 - Waiter/Waitress	9.89
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47
09110 - Furniture Repairer, Minor	17.15
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	

11030 - Cleaner, Vehicles	10.49
11060 - Elevator Operator	10.67
11090 - Gardener	16.81
11122 - Housekeeping Aide	10.67
11150 - Janitor	10.67
11210 - Laborer, Grounds Maintenance	12.71
11240 - Maid or Houseman	10.59
11260 - Pruner	11.37
11270 - Tractor Operator	15.39
11330 - Trail Maintenance Worker	12.71
11360 - Window Cleaner	11.92
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electro neuro diagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.91
12222 - Nursing Assistant II	14.52
12223 - Nursing Assistant III	15.85
12224 - Nursing Assistant IV	17.79
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45

13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70
15120 - Tutor	15.70

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.60
16030 - Counter Attendant	11.60
16040 - Dry Cleaner	13.23
16070 - Finisher, Flatwork, Machine	11.60
16090 - Presser, Hand	11.60
16110 - Presser, Machine, Drycleaning	11.60
16130 - Presser, Machine, Shirts	11.60
16160 - Presser, Machine, Wearing Apparel, Laundry	11.60
16190 - Sewing Machine Operator	13.79
16220 - Tailor	14.34
16250 - Washer, Machine	12.14
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.87
21030 - Material Coordinator	25.27
21040 - Material Expediter	25.27
21050 - Material Handling Laborer	13.83
21071 - Order Filler	10.67
21080 - Production Line Worker (Food Processing)	15.87
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	17.46
21150 - Stock Clerk	24.56
21210 - Tools And Parts Attendant	15.87
21410 - Warehouse Specialist	15.87
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.70
23120 - Bicycle Repairer	15.81
23125 - Cable Splicer	24.19
23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04

23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15
23290 - Fire Alarm System Mechanic	17.12
23310 - Fire Extinguisher Repairer	15.81
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81
23370 - General Maintenance Worker	14.03
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.66
23440 - Heavy Equipment Operator	18.87
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	26.47
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.87
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09
24570 - Child Care Attendant	10.27
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	15.47

24620 - Family Readiness And Support Services Coordinator	16.09
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.89
27007 - Baggage Inspector	10.63
27008 - Corrections Officer	14.59
27010 - Court Security Officer	14.59
27030 - Detection Dog Handler	11.89
27040 - Detention Officer	14.59
27070 - Firefighter	14.59
27101 - Guard I	10.63
27102 - Guard II	11.89
27131 - Police Officer I	14.59
27132 - Police Officer II	16.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.68
28042 - Carnival Equipment Repairer	14.95
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.50
28310 - Lifeguard	11.60
28350 - Park Attendant (Aide)	16.21
28510 - Recreation Aide/Health Facility Attendant	13.02
28515 - Recreation Specialist	20.09
28630 - Sports Official	12.91
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.62
29020 - Hatch Tender	28.62
29030 - Line Handler	28.62
29041 - Stevedore I	26.63
29042 - Stevedore II	30.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2) 46.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2) 31.77
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2) 34.99
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51

30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	21.15
30362 - Paralegal/Legal Assistant II	26.20
30363 - Paralegal/Legal Assistant III	32.04
30364 - Paralegal/Legal Assistant IV	38.76
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21
30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.96
30621 - Weather Observer, Senior	(see 2) 25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.43
31020 - Bus Aide	8.97
31030 - Bus Driver	12.75
31043 - Driver Courier	10.53
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	12.48
31310 - Taxi Driver	11.41
31361 - Truckdriver, Light	11.50
31362 - Truckdriver, Medium	12.48
31363 - Truckdriver, Heavy	17.88
31364 - Truckdriver, Tractor-Trailer	17.88
99000 - Miscellaneous Occupations	

99020 - Cabin Safety Specialist	17.27
99030 - Cashier	10.51
99050 - Desk Clerk	10.13
99095 - Embalmer	29.28
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	26.81
99252 - Laboratory Animal Caretaker II	29.29
99260 - Marketing Analyst	21.54
99310 - Mortician	29.28
99410 - Pest Controller	16.07
99510 - Photofinishing Worker	15.39
99710 - Recycling Laborer	19.05
99711 - Recycling Specialist	25.72
99730 - Refuse Collector	18.04
99810 - Sales Clerk	11.36
99820 - School Crossing Guard	19.81
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	26.81
99841 - Vending Machine Repairer	34.14
99842 - Vending Machine Repairer Helper	26.81

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans'

Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like;

minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the """"Service Contract Act Directory of Occupations"""" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).""

Section XI. SUBCONTRACTOR UTILIZATION FORM

RFP NO.	PROJECT TITLE:	
NAME OF PRIME OFFEROR:	E-MAIL ADDRESS:	
ADDRESS:		
TELEPHONE NO.:	FAX NO.:	
The following subcontractors ¹ (if known at the time of proposal submission) will be used on this Project (continue list on additional page if necessary):		
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS:	TYPE OF WORK TO BE PERFORMED:	ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT:
EMPLOYER IDENTIFICATION NUMBER	ESTIMATED START AND COMPLETION DATE	GEOGRAPHICAL AREA OF PERFORMANCE
I certify under penalty of perjury that the foregoing statements are true and correct. In the event that substitution or replacement of a subcontractor is required, I will adhere to the substitution or replacement requirements of the Government of Guam. _____ Signature of Prime Contractor _____ Print Name _____ Date _____ Title		

Section XII. CONFLICT OF INTEREST DISCLOSURE FORM
[This form is usually not required until time of contract]

CONFLICT OF INTEREST (COI) DISCLOSURE FORM

Guam Police Department RFP No. GPD-2026-001

Offerors under Contract or proposing to enter into a Contract with the Guam Police Department must comply with the "Conflict of Interest Guidelines" attached to this solicitation. The definitions of terms used in this COI Disclosure Form shall be those provided in the Conflict-of-Interest Guidelines (note that "Public Employee" includes all Guam Police Department (GPD) employees).

This COI Disclosure Form is submitted in response to:

☐ GPD RFP# _____ [or] IFB# _____ (check only one)

☐ Contract # _____ (if applicable)

☐ Changes to COI Disclosure Form previously submitted for RFP # _____, IFB# _____ (check only one), or Contract # _____ (if applicable)

This COI Disclosure Form must be signed in ink by an authorized representative of Offeror to certify that it is correct. An Offeror's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.

My signature certifies that as disclosed on or attached to the present form:

- a. the Offeror's disclosures are complete, accurate, and not misleading.
- b. the Offeror has provided the COI Guidelines to all Associates and Subcontractors (if any) and this form includes or has attached any required COI disclosures from those sources.

I hereby certify that I am authorized to sign this COI Disclosure Form as an Authorized Representative for the Offeror identified below:

Complete Legal Name of Offeror:

Address:

Telephone: _____ **Fax No:** _____

Signature: _____ **Date:** _____

Please answer all questions “Yes”, “No” or “N/A” (if uncertain answer “Yes.”) If the answer to any of the questions is “Yes,” then use the applicable “Comments” fields to:

- (a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and
- (b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

Please add additional sheets as necessary to respond to the “Comments” field.

1. a) Is any Associate of the Offeror a former employee of GPD within the last year?

No ☐ Yes ☐

b) Is any Associate of the Offeror a Relative or Member of the Household of a current GPD employee that had or will have any involvement with this Procurement or Contract Authorization? No ☐ Yes ☐

If the answer to either of the above questions is “Yes”, complete the attached “Relatives and Former Guam Police Department Employees - Roles and Signatures” table (Part A and/or Part B, as applicable).

2. Does the Offeror or any Associate of the Offeror have an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”) with regard to any known member of the GPD Procurement evaluation or selection team? No ☐ Yes ☐ **Comments:**

3. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? No ☐ Yes ☐ **Comments:**

4. Does the Offeror or any Associate of the Offeror have any past, present or currently planned personal or financial interests which are an Actual, Apparent or Potential Conflict of Interest

("Individual" or "Organizational"), with respect to the Procurement or award of this Contract or performing the work for the GPD or acquisition of any real property for the Project? No ☐ Yes ☐
Comments:

5. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Employee's vote, official action or judgment would be influenced thereby? No ☐ Yes ☐ **Comments:**

6. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Employee who was involved in the Procurement or Authorization for the Contract, or is the Offeror aware of any such person or Public Employee who has or will receive a direct beneficial financial interest within the two-year period? No ☐ Yes ☐ **Comments:**

7. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent or Potential Conflict of Interest with respect to the Procurement or award of this Contract or performing the work for the GPD? No ☐ Yes ☐ **Comments:**

8. Does the prospective Contract/WOC include development of an Environmental Assessment (EA) or Environmental Impact Statement (EIS)? No ☐ Yes ☐

If yes, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Offeror have any financial or other interest in the outcome of this Project; and/or does the Offeror have any agreement, enforceable promise, or guarantee to provide any future work on this Project? No ☐ Yes ☐ **Comments:**

9. Have Subcontractors or other Associates furnished COI Disclosure Forms, separate from the present form, which included conflicts or potential conflicts of interest? (If yes, attach the disclosures.) No ☐ Yes ☐ **Comments:**

10. If the prospective Contract/WOC includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract? No ☐ Yes ☐ N/A ☐ **Comments:**

11. Has the Offeror or any Associate of the Offeror entered into personal services contract(s) with the GPD for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to this procurement? No ☐ Yes ☐ **Comments:**

Space for Additional Comments to any questions above (please list question number and corresponding comment):

(COI FORM Relatives and Former Guam Police Department Employees - Roles and Signatures listing is located on the next page)

Relatives and Former Guam Police Department Employees - Roles and Signatures

For each employee of the Offeror that was employed by the GPD within the last year, state the job the employee performed for the GPD, the role the employee now serves for the Offeror and the date the employee left GPD. Use Part B for Offeror Associates with Relatives or Members of the Household working for the GPD that have had or will have involvement with this Procurement or Contract.

Part A: Employees that left the Guam Police Department in the last year.			
Employee Name/Signature	Job Performed for the Guam Police Department	Current Role with Offeror	Date left the Guam Police Department
Name: Sign: Involved with this Procurement on behalf of GPD? No ☐ Yes ☐ Involved with Proposal development for this Procurement? No ☐ Yes ☐			
Name: Sign: Involved with this Procurement on behalf of GPD? No ☐ Yes ☐ Involved with Proposal development for this Procurement? No ☐ Yes ☐			
Name: Sign: Involved with this Procurement on behalf of GPD? No ☐ Yes ☐ Involved with Proposal development for this Procurement? No ☐ Yes ☐			

Part B: Identify Associates of the Offeror that are Relatives or Members of the Household currently working for the Guam Police Department, and if the GPD employee had or will have any involvement with this Procurement or Contract.

Offeror Associate's Name	Name and Relationship of Relative or Member of Household Employed at the Guam Police Department	Role at the Guam Police Department	GPD employee's Role with this Procurement

(Make copies of this page as necessary to list additional employees or associates.)

Section XIII. CONFLICT OF INTEREST GUIDELINES

CONFLICT OF INTEREST GUIDELINES

Offerors shall follow these Conflict of Interest (COI) Guidelines when submitting any Proposal in response to a federally funded GPD solicitation or procurement or when entering into any federally funded Contract with GPD. The Contractor shall follow these COI Guidelines throughout the period during which the Proposal/Bid is open or the Contract is in effect. An Offeror shall provide the COI Guidelines and associated COI Disclosure Form to all of its Subconsultants and Subcontractors at any tier of a Proposal or Contract and shall ensure that the Offeror and each of its Subconsultants or Subcontractors make any disclosures required by these guidelines or as required by a specific Procurement or Contract. The GPD will follow and apply these COI Guidelines when conducting GPD procurements.

1. Definitions.

The definitions that apply to these COI Guidelines and the GPD's COI Disclosure Form are at the end of this document.

2. Required Disclosures.

Submittal of a Correct and signed COI Disclosure Form is required if any of the following apply (note that for the purposes of these COI Guidelines "Public Employee" includes all GPD employees):

- an Offeror or any of its Associates have any Apparent, Potential or Actual Conflicts of Interest per these COI guidelines or per the criteria of any COI Form included as part of a Procurement or Contract;
- a Procurement or Contract document specifically requires submittal of a COI Disclosure Form (e.g., if the prospective Project includes preparation of an Environmental Impact Statement or Environmental Assessment, submittal of COI Disclosure Forms is always required.);
- an Offeror has any changes to its staffing or organization (whether before or after entering into a Contract) that result in an Apparent, Potential or Actual Conflict of Interest per these guidelines or per the criteria of any COI form associated with a particular Procurement or Contract. Any such changes shall be disclosed within 10 business days via submission of a complete and signed COI Disclosure Form.
- the response to any of the following questions is "yes" (with respect to a Procurement or current Contract with the GPD):
 1. Is any Associate of the Offeror a former employee of GPD (within the last year)?
 2. Is any Associate of the Offeror a Relative or Member of the Household of a current employee of GPD who had or may have a role in this Procurement, Authorization of the Contract, Contract administration, or oversight of the Contractor's performance?

3. Does the Offeror or any Associate of the Offeror have an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”) with regard to any member of a GPD Procurement evaluation or selection team?
4. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers?
5. Does the Offeror or any Associate of the Offeror have any past, present or currently planned interests which are an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”) with respect to performing the work for the GPD?
6. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Employee’s vote, official action or judgment would be influenced thereby?
7. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial interest to any person within one year after the person ceased to hold a position as a Public Employee who was involved in the Procurement or Authorization for the Contract, or is the Offeror aware of any such person or Public Employee who has or will receive a direct beneficial financial interest within the one-year period?
8. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent or Potential Conflict of Interest with respect to the Procurement or award of this Contract or performing the work for the GPD?
9. Does the prospective Contract include development of an environmental assessment (EA) or environmental impact statement (EIS)?
10. If a Procurement is to obtain personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract?
11. Has the Offeror or any Associate of the Offeror entered into personal services contract(s) with the GPD for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to this procurement?
12. If none of the foregoing apply, an Offeror shall provide a written and signed certification (specified by the GPD) that the Offeror has read and complied with these COI Guidelines and the COI Disclosure Form and did not answer Yes to any of the questions, or, if required by the GPD, the Offeror shall complete and submit a Correct and signed COI Disclosure Form.

An Offeror shall incorporate in each required COI Disclosure Form any COI disclosure information provided by its staff and attach COI Disclosure Forms from each of its Subcontractors (that have required disclosures of conflicts or potential conflicts of interest), prior to such Offeror performing any services under a Contract.

The COI Disclosure Form is attached to the solicitation as a mandatory form that must be signed and submitted with Offeror’s Proposal.

3. Governing Standards. Both Guam and federal laws govern disclosure and management of conflicts of interest in contracting processes. The disclosure requirements of these COI Guidelines apply to all GPD contracting activities {Architectural and Engineering (A&E) and non-A&E, public improvements, goods, and trade services} without regard to which particular federal or Guam laws govern the activity. There are also Standards of Conduct Policies for conflicts of interest regarding current GPD employees, and the employment of former GPD employees, which are applicable to this procurement, and are explained below.

Standards of Conduct Policy Regarding Former Guam Police Department Employees

When employees of firms which compete for or have Contracts with the GPD come to work for the GPD, and when GPD employees go to work for firms which compete for or have Contracts with the GPD, a Potential Conflict of Interest may exist.

Use of a former GPD employee by an Offeror on the same, or substantially similar Procurement, for which the employee performed a role or function for the GPD, unless mitigated to the satisfaction of the GPD, is prohibited for a period of one year following separation of employment with the GPD. Roles and functions of particular concern include drafting specifications or statements of work, reviewing or scoring a bid or proposal, authorizing service or assigning work, awarding a Contract, administering a Contract, or overseeing Contractor's performance. The GPD may determine that the role or Procurement is not substantially similar because of differences in location of the Project or work, because of the type and method of Procurement, because the employee did not participate personally or substantially in the procurement, because the role performed was minor in nature, such as a technical sufficiency review, or because the Civil Service Commission has granted the employee an applicable waiver. Examples of mitigation that may, in appropriate situations, be acceptable to the GPD include separation of certain decision-making functions concerning the Project, not using the employee in preparation of proposals but allowing them to perform work on the Project, and not having the employee have direct contact with GPD staff formerly under his/her supervision.

For each Procurement, Offerors shall disclose to GPD the identification of any of Offeror's employee(s) that had been employed by the GPD within the twelve-month period prior to the submission date for the Proposal or bid. Each Offeror's disclosure shall include a signed statement by the former GPD employee of their proposed role for the Offeror in the particular Procurement and any resulting Contract. The knowing failure of an Offeror to disclose such relationship or to remedy such potential violation will result in the rejection of the Offeror's Proposal or cancellation of any awarded Contract with the GPD as well as constituting grounds for cancellation of any Offeror's pre-qualification status, or designation of an Offeror as ineligible for future Procurements as a non-responsible bidder or offeror. (Also see below regarding the ban on any direct beneficial or financial interest.)

Standards of Conduct Regarding Current Guam Police Department Employees Conflicts of Interest

The Guam Procurement Law statutory and regulatory framework, as generally applied, addresses conflicts of interest in public contracting by emphasizing the need for open and impartial Procurement methods and by prohibiting certain conflicts of interest involving public officials. The following statutes and administrative rules establish Guam's general policies and the restrictions and prohibitions regarding conflicts of interest for public contracts and Public Employees:

- The policies of the Guam Procurement Law (5 GCA § 5001, et seq) encourage public contracting competition that supports openness and impartiality to the maximum extent possible, while recognizing that the nature of effective and meaningful competition depends upon the service being procured.

- According to 5 GCA §§ 5001(b), 5003, and 5625, a sound and responsive public contracting system should instill public confidence through ethical and fair dealing, honesty, and good faith on the part of government officials and those who do business with the government.

- Article 11 of the Guam Procurement Law, Ethics in Public Contracting, and Article 2 of the Standards of Conduct for Elected Officers, Appointed Officers and Public Employees of the Government of Guam prohibit conflicts of interest of Public Employees and prohibit Public Employees from obtaining outside financial benefits for the exercise of their official duties. Among the prohibitions are offering a public employee a fee, a pledge of future employment, or anything valued in excess of \$200 based on an understanding that the offer would influence the public employee's official action or judgment.

- 5 GCA § 5632(a) provides the following: "Contemporaneous Employment Prohibited. Except as may be permitted by regulations pursuant to this Chapter or pursuant to Title 4 GCA, or rulings of the Civil Service Commission pursuant to this Chapter, it shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such an employee, the employee of any person contracting with the governmental body by whom the employee is employed. Notice of this provision shall be provided in accordance with regulations promulgated by the Civil Service Commission."

- 5 GCA § 5632(c) and (d) provide the following: "(c) Disqualification of Business When an Employee Has a Financial Interest. It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than the Territory, in connection with any:

- (1) judicial or other proceeding, application, request for a ruling or other determination;

- (2) contract;

- (3) claim; or

- (4) charge or controversy; in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise, or which is the subject of the employee's official responsibility, where the Territory is a party or has a direct and substantial interest.

- (d) Selling to the Territory After Termination of Employment is Prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee's last annual salary did not exceed Twelve Thousand Dollars (\$12,000.00), to engage in selling or attempting to sell supplies, services other than personal services, or construction to the Territory for ninety (90) days following the date employment ceased.

The term sell as used herein means signing a bid, proposal, or contract; negotiating a contract, contracting any employee for the purpose of obtaining, negotiating or discussing changes in specifications, price, cost allowances or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefor is subsequently negotiated by another person; provided,

however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with this Territory, nor shall a former employee be precluded from serving as a consultant to this Territory."

- 4 GCA § 15201 states: "No employee shall solicit, accept, or receive, directly or indirectly, any gift valued singly or in the aggregate from a single source in excess of \$200, whether in the form of money, prize, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, when a reasonable person would infer that the gift is intended to influence the employee in the performance of that individual's official duties or is intended as a reward for any official action on that individual's part."

- 4 GCA § 15204 (a), (b), (c), and (d) provide: "No employee shall use or attempt to use an official position to secure or grant unwarranted privileges, exemptions, advantages, contracts, or treatment, for himself or herself, a spouse, children, or others, including but not limited to the following:

- (a) seeking other employment or contract for services by the use or attempted use of the individual's office or position;

- (b) accepting, receiving, or soliciting compensation for the performance of official duties or responsibilities except as provided by law;

- (c) using government time, equipment, or other facilities for private business purposes;

- (d) soliciting, selling, or otherwise engaging in a financial transaction with a subordinate or a person or business whom the employee inspects or supervises in official capacity."

- 4 GCA § 15205 (a), (b), (c), (d), and (e) provide: "Conflicts of Interest.

- (a) No employee shall take any official action directly affecting:

- (1) business or other undertaking in which the employee has a financial interest; or

- (2) private undertaking in which the employee is engaged as legal counsel, advisor, consultant, representative, or other agency capacity. A department head who is unable to be disqualified on any matter described in item (1) or (2) of this Subsection may be in violation of this Subsection even if the individual has complied with the disclosure requirements of § 15208; and a person whose position on a board, commission or committee is mandated by statute, resolution or executive order to have particular qualifications shall only be prohibited from taking official action that directly and specifically affects a business or undertaking in which such person has a financial interest; provided that the financial interest is related to the member's particular qualifications.

- (b) No employee shall acquire financial interests in any business or other undertaking which the employee has reason to believe may be directly involved in official action to be taken by the employee.

- (c) No employee shall assist any person or business or act in a representative capacity before any territorial agency for any compensation in any transaction involving the Territory.

- (d) No employee shall assist any person or business or act in a representative capacity for a fee or other compensation to secure passage of a bill or to obtain a contract, claim, or other transaction or proposal in which the employee has participated or will participate as an employee, nor shall the employee assist any person, or business, or act in a representative capacity for a fee or other

compensation on such bill, contract, claim, or other transaction or proposal before the Legislature or territorial agency of which the individual is an employee.

(e) No employee shall assist any person or business or act in a representative capacity before a territorial agency for a fee or other compensation, on any bill, contract, claim, or other transaction or proposal involving official action by the agency if the employee has official authority over that agency unless such employee has complied with the disclosure requirements of § 15208.”

· 4 GCA § 15206 states: “Contracts.

(a) A territorial agency shall not enter into any contract with an employee or with a business in which an employee has a controlling interest, unless the contract has been awarded through an open, public process. A territorial agency may, however, enter into such contract without resort to competitive bidding process when, in the opinion of the General Services Agency or the procurement officer of that branch of government, the property or services does not fall within the purview of competitive bidding; provided that written justification for the non-competitive award of such contract be made a matter of public record and shall be filed with the Guam Ethics Commission at least ten (10) days before such contract is entered into. With regards to members of boards, commissions, and committees, this Subsection shall apply only to contracts entered into between a business in which a member has a controlling interest and a territorial agency in which the board, commission, or committee to which the individual is appointed has jurisdiction.

(b) A territorial agency shall not enter into a contract with any person or business which is represented or assisted in a material manner in the matter by a person who has been an employee of that agency within the preceding twelve (12) months and who participated while in 8 territorial office or employment in a material manner in the matter with which the contract is directly concerned.”

The GPD’s COI Guidelines embody the intent of encouraging competition through openness, impartiality, and public disclosure of relevant information (and the avoidance of conflicts of interest) as described in Guam’s Procurement Law, Title 5, Chapter 5, Article 11, Ethics in Public Contracting; Title 4, Chapter 15, Standards of Conduct for Elected Officials, Appointed Officers, and Public Employees of the Government of Guam, The Guam Department of Administration Personnel Code of Conduct and the GPD’s afore listed Standards of Conduct Policies or any other applicable governmental ethics policies.

The one-year prohibition against a Public Employee having a direct beneficial financial interest in a public contract as provided in 5 GCA § 5632(b) would generally preclude the person from working under the public contract and from representing the Offeror in dealings with the public agency for whom the person had worked. Sharing in the general profits of the Offeror (such as a year-end bonus for overall corporate profits) is likely not a direct beneficial financial interest, however, a bonus or other compensation paid just on the basis of the public contract would be subject to the prohibition.

Standards of Conduct for Offerors and Contractors, and Organizational Conflicts of Interest Policy

It is the policy of the GPD to avoid, neutralize, or mitigate organizational conflicts of interest that might exist for all procurements. Each individual contracting situation shall be examined on the basis of its particular facts and the nature of the proposed contract. The exercise of common sense, good judgment, and sound discretion is required in both the decision on whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it. The principles underlying this policy are: (1) preventing the existence of conflicting roles that might bias an

Offeror's judgment; and (2) Preventing unfair competitive advantage. In addition to the other situations described in these COI Guidelines, an unfair competitive advantage exists where an Offeror competing for award of any GPD contract possesses: (1) proprietary information that was obtained from a Public Employee without proper authorization; or (2) source selection information that is relevant to the contract but is not available to all competitors, and such information would assist that Offeror in obtaining the contract.

The following situations constitute organizational conflicts of interest. This listing is not exhaustive:

- A conflict of interest exists when an Offeror that provides systems engineering and technical direction for a system is awarded a contract to supply the system or any of its major components; or is a subcontractor or consultant to a supplier of the system or any of its major components; even if the Offeror did not have overall contractual responsibility for the system's development, its integration, assembly, and checkout, or its production. In this example, systems engineering includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors' operations, and resolving technical controversies. In performing these activities, a contractor occupies a highly influential and responsible position in determining a system's basic concepts and supervising their execution by other contractors. Therefore, this Offeror should not be in a position to make decisions favoring its own products or capabilities.
- A conflict of interest exists when an Offeror develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation covering non-developmental items, to be used in a competitive procurement, and also submits a proposal or bid to be allowed to furnish these items, either as a prime contractor or as a subcontractor, for a reasonable period of time including, at least, the duration of the initial contract.
- If a single contractor develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation for non-developmental equipment, that contractor should be eliminated for a reasonable time from competition for production based on the specifications. This should be done in order to avoid a situation in which the contractor could draft specifications favoring its own products or capabilities. In this way the Government can be assured of getting unbiased advice as to the content of the specifications and can avoid allegations of favoritism in the award of production contracts.
- When an Offeror develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation to be used in competitively acquiring a system or services, or provides material leading directly, predictably, and without delay to such a statement of work, scope of services, or technical specifications, it is a conflict of interest if that Offeror submits a Proposal or bid to supply the system, major components of the system, or the services, unless:
 - (i) It is the sole source;

- (ii) It has participated in the development and design work; or
- (iii) More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.

- Agencies should normally prepare their own statements of work, and scopes of services. When contractor assistance is necessary to develop, prepare, furnish, or draft any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation, the contractor is in a position to favor its own products or capabilities. To overcome the possibility of bias, Offerors are prohibited from supplying a system or services acquired on the basis of a statement of work or scope of services growing out of their services, unless:

- (i) It is the sole source;
- (ii) It has participated in the development and design work; or
- (iii) More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.

- It is a conflict of interest for a contractor to participate in the evaluation of products or services that it offers. Contracts for the evaluation of offers for products or services shall not be awarded to an Offeror that will evaluate its own offers for products or services, or those of a competitor.

The following situations are not considered to constitute organizational conflicts of interest. This list is not exhaustive:

- In development work, it is normal to select firms that have done the most advanced work in the field. These firms can be expected to design and develop around their own prior knowledge. Development contractors can frequently start production earlier and more knowledgeably than firms that did not participate in the development, and this can affect the time and quality of production, both of which are important to the Government. In many instances the Government may have financed the development. Thus, while the development contractor has a competitive advantage, it is an unavoidable one that is not considered unfair; hence this is not considered an organizational conflict of interest.

- It is not an organizational conflict of interest for Offerors that furnish, at Government request, specifications or data regarding a product they provide, even though the specifications or data may have been paid for separately or in the price of the product.

- It is not an organizational conflict of interest where Offerors, acting as industry representatives, help Government agencies prepare, refine, or coordinate specifications, regardless of source, provided this assistance is supervised and controlled by Government representatives.

It is further the policy of the GPD to restrict Offeror's use of confidential or proprietary information obtained from previous affiliations with the GPD or the Government when competing for the GPD contracts. When a contractor requires proprietary information to perform a Government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage

companies to provide it when necessary for contract performance. They are not intended to protect information: (1) furnished voluntarily without limitations on its use; or (2) available to the Government or contractor from other sources without restriction.

In addition, a contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The Offeror shall provide the GPD with copies of these agreements and ensure that they are properly executed. Contractors also obtain proprietary and source selection information by acquiring the services of marketing consultants which, if used in connection with an acquisition, may give the contractor an unfair competitive advantage. Contractors should make inquiries of marketing consultants to ensure that the marketing consultant has provided no unfair competitive advantage, and must disclose these relationships to the GPD on the COI Disclosure Form.

Specific Federal Standards - Procurements Related to Design-Build and Design-Bid-Build

Pursuant to 23 USC § 112(b)(3), the FHWA has promulgated administrative rules that affect federally funded Design-Build procurements and related procurements. These rules, which are in Chapter 23 of the CFR Part 636, are used as the basis for GPD's guidelines on the subject and specifically regulate both Organizational and Individual Conflicts of Interest. The GPD's COI Guidelines incorporate a number of concepts from these federal provisions.

The primary rule governing Organizational Conflicts of Interest in Design-Build transactions is 23 CFR § 636.116. This rule affects not only Design-Build procurements, but also "any contract for engineering services, inspection or technical support in the administration of the Design-Build contract." Following is a summary of this federal rule (GPD's COI Guidelines apply this rule to design-bid-build and non-A&E activities as well):

Generally, a consultant who assists the state in preparing a Request for Proposals (RFP) document may not, subsequently, propose in response to the RFP. However, the state may determine that the consultant does not have a conflict of interest for a subsequent Procurement, if the consultant furnished only "low-level" documents that were incorporated into the RFP and made available to all offerors, and did not assist the state in the development of instructions to offerors or evaluation criteria for the RFP. These Design-Build regulations also apply to "improper business practices and personal conflicts of interest" of the GPD's selection team members. 23 CFR § 636.117 indicates that Federal Acquisition Regulations ("FARs"---specifically 48 CFR Part 3, Improper Business Practices and Personal Conflicts of Interest) will apply to the state's selection team members in the absence of relevant state laws and procedures. These regulations require government business to be "above reproach," conducted "with complete impartiality and with preferential treatment for none" and with "the highest degree of public trust and an impeccable standard of conduct" to avoid "even the appearance of a conflict of interest." In design-bid-build transactions, where engineering services are procured separately from the construction services, ordinarily the consulting Offeror providing the engineering services is not eligible to bid on the construction work for the Project.

No Offeror or any Associate of an Offeror in connection with a Transportation Project shall have, directly or indirectly, any interest, other than his employment or retention by a State or other governmental instrumentality, in any Contract in connection with such Project. No firm or an Associate of an Offeror shall have, directly or indirectly, any interest in any real property acquired or

to be acquired for a Project unless such interest is openly disclosed upon the records of the GPD's and such Offeror or Associate has not participated and will not participate in such acquisition for and in behalf of the GPD's (see 23 CFR § 1.33).

Specific Federal Standards - National Environmental Policy Act (NEPA)

No Offeror preparing or providing environmental analysis or impact documents relating to a Project, including draft and final Environmental Assessments (EA) or Environmental Impact Statements (EIS) may have a financial or other interest in the outcome of the Project. A financial or other interest in the outcome of the Project includes any known benefits other than general enhancement of professional reputation, and includes any agreement, enforceable promise, guarantee or expectation of future work on the Project as well as any indirect benefit the Offeror is aware of such as if the Project would aid proposals sponsored by the Offeror's other clients. Compliance with 40 C.F.R. 1506.5(c) is required, which includes the requirement for a conflict-of-interest disclosure statement from each Offeror establishing that the Offeror does not have a financial or other interest in the Project.

4. COI Considerations Related to Previous Work on Projects.

No Offeror that has previously performed services on behalf of the GPD's for a Project may be a Proposer or participate as an equity owner, team member, Subcontractor of or to a Proposer on the Project, or have a financial interest in any of the foregoing entities with respect to the Project, unless the GPD's is satisfied in its sole discretion that:

- (a) such services were completed prior to initiation of the Procurement for the Project (exceptions may apply for NEPA services on a case-by-case evaluation of the project specifics against the applicable CFRs);
- (b) such services included only Low-Level Documents and did not include development of instructions to offerors or evaluation criteria for the RFP;
- (c) such services did not provide the Offeror with access to or knowledge of GPD confidential or inside information that could provide an unfair competitive advantage with respect to the Procurement;
- (d) the prior Contract and information provided to the Offeror in the performance of its services are either irrelevant to the Procurement or are available on an equal and timely basis to all Proposers;
- (e) the work product from the Offeror incorporated into or relevant to the Procurement is available through Public Disclosure on an equal and timely basis to all Proposers; and
- (f) any environmental documents prepared by the Offeror have been determined to be objective, and that the GPD demonstrated independent decision-making authority during the environmental process.

In such instances where GPD is satisfied in the manner described above, the GPD may still, in its sole discretion, restrict the scope of Procurement services for which the Offeror shall be eligible to perform in order to further the intent and goals of these COI Guidelines.

Public Disclosure of services or products is an important consideration in determining if an Organizational Conflict of Interest exists. All COI Disclosure Forms will be considered public records, as permitted under Guam's Procurement Law.

5. COI Disclosure Process.

An Offeror shall certify its compliance with these COI Guidelines at the time of submitting a Proposal to GPD, during the Procurement Process, and during the time of performance of any awarded Contract with GPD. If submission of COI Disclosure Form(s) is required per these COI Guidelines or a specific Procurement or Contract, an Offeror shall represent the correctness of a completed COI Disclosure Form. If an Offeror has any changes to its staffing or organization (whether before or after entering a Contract) that result in an Actual, Apparent or Potential Conflict of Interest (Individual or Organizational) per these COI Guidelines or per the criteria of any COI form associated with a particular Procurement or Contract, any such changes shall be disclosed within ten (10) business days via submittal of a Correct and signed COI Disclosure Form.

An Offeror shall assure that any COI Disclosure Form it submits includes any information required to be disclosed by its Subcontractors and other Associates, on behalf of the Offeror. An Offeror may submit either the Subcontractors' separate COI Disclosure Forms or incorporate Subcontractor information into its own COI Disclosure Form. The disclosure required with the proposal applies to the prime and all proposed Subcontractors that are identified or anticipated at the time of proposal submission.

The identification, assessment, and management of Actual or Potential Conflicts of Interest are joint tasks among GPD, the Offeror and the Offeror's team. An Offeror must work together with the GPD in an atmosphere of candor and accountability during the period of negotiation or performance of the Contract with the GPD. The GPD makes the final determination as to the adequacy of any COI disclosures or COI management plan offered by the Offeror.

The GPD's COI determination is based on a number of factors such as:

- ✓ Situational Facts – description of the situation and all known facts specific to the actual or perceived COI
- ✓ Type of Work - specific product or service and Contract(s) involved
- ✓ Relationship to Management - specific interactions with the GPD decision-makers
- ✓ Public Disclosure - timing and availability of product or service

The specific facts disclosed in any COI situation will be unique to that situation. Therefore, the decisions and conclusions reached in one situation may or may not be directly applicable to another. For example, the definition of "low-level" documents does not isolate an Offeror producing such documents from a potential COI situation. The ultimate determination will take into account the other factors described above.

6. Examples of Conflict of Interest Situations.

The GPD offers the following examples to better illustrate conflict of interest situations that may arise during the course of the performance of a Personal Services Contract, Purchase Request, Purchase Order, or any Contract entered into between the GPD and an Offeror, or during any Government of Guam Procurement process, in order to provide guidance to Offerors as they determine if their specific situations warrant disclosure, evaluation, and management.

1. A Design-Build solicitation requires the responding teams to propose how to manage site features that were uncovered by a geotechnical engineering Offeror. The Offeror's reports to the GPD on the Project are available to the public. A multi-specialty engineering Offeror that is the parent company of the geotechnical engineering Offeror submits a proposal to design the overall Project. Depending on the particular mitigating facts, the GPD might determine in writing that the multi-specialty engineering Offeror is eligible to propose.

2. The GPD seeks comprehensive project management services for a series of Transportation Projects. One of the proposing Offerors employed a senior official from the GPD who played a significant role in providing direction for the solicitation, six months ago. The GPD initially assesses this situation as a potential Organizational Conflict of Interest and provides information to potential Proposers of this assessment through an addendum to the RFP. In its proposal, the Proposer provides mitigating information and written assurances that this individual works in an area of the company that will not be working on their program management proposal and that the individual will be isolated inside the company from any information associated with the program, will not be lobbying GPD, will not engage in any activities that would violate the GPD Code of Conduct Policy for the prescribed one-year period, and for a period of one year will not have a direct beneficial interest in the contract. Depending on the particular facts, the GPD might determine that, while the proposing Offeror has a potential Organizational Conflict of Interest, that conflict has been adequately mitigated and the Offeror will not be disqualified from submitting a proposal.
3. The GPD issues an RFP for design and oversight of an intelligent system to collect bridge tolls. The RFP provides that companies having a financial interest in the relevant telecommunications hardware will be excluded from bidding. A company under common ownership with a major electronics manufacturer desires to bid. The GPD initially assesses this situation as an Organizational Conflict of Interest, because it cannot know in advance whether the hardware products of this electronics manufacturer would be used in the Project, and the GPD informs potential Proposers of its concern related to this type of conflict via addendum to the RFP. In its proposal, the company offers no mitigating facts or organizational plans that address the GPD's concerns about the conflict. Depending on the particular facts, the GPD determines that the company has an actual conflict of interest.
4. The GPD seeks advice from an industry advisory committee to formulate the specifications for an information technology (IT) RFP. An IT Offeror that participated in the advisory committee wishes to submit a proposal in response to the RFP. Depending on the particular facts, the GPD might determine that the role of the Offeror was to represent the industry in the context of a public meeting where other Offerors were invited to submit comments, and that the Offeror therefore does not have an Organizational Conflict of Interest.
5. The GPD contracts with an A&E Offeror to develop "low-level" documents prior to establishing a schedule for a RFP in which the "low level" documents, still under development, will be used by prospective Proposers. The A&E Offeror has attended the pre-proposal meeting and wishes to propose on the RFP. The GPD determines that the company has a potential Organizational Conflict of Interest because of the fact that the low-level documents have not been made public and the Offeror will still be developing the documents during the solicitation. The company then mitigates the potential conflict of interest by suspending development of new reports during the open period of the solicitation and making all data and information sources available on the GPD website prior to the RFP release. The GPD determines that the potential conflict has been adequately managed and the Offeror will not be disqualified from submitting a proposal or being part of the proposing team.
6. The GPD contracts with a consulting Offeror to assist GPD in the development of an RFP and sample Contract for a Design-Build Procurement for construction of certain Transportation Projects. The Offeror has close contact with GPD decision-makers in the development of the evaluation criteria for the RFP and the proposed Contract terms, and that information is shared throughout the Offeror with all management and technical personnel. The Offeror will not be able to submit a proposal in

the design-build Procurement, or participate as a team member with an Offeror submitting a proposal in response to the RFP.

7. The GPD seeks comprehensive program management services for a series of Transportation Projects. Prior to release of the RFP, GPD shared its interpretation of the applicable conflict of IFB interest requirements with the industry. One of the proposing Offerors has a related entity with a planned interest in future design-build construction work related to the transportation program. The COI Disclosure Form does not clearly state whether the related entity is a subsidiary, major partner, Subcontractor, or affiliate of a Subcontractor. The proposing Offeror describes its intent to restrict the flow of information concerning construction Projects to the related entity and thereby to its affiliate construction company but does not clarify how much information will be shared between the principal and its Subcontractors and affiliates or the controls placed on the principal Subcontractor-affiliate relationship. Furthermore, the proposing Offeror has provided mitigation information, indicating that the related entity will not participate in providing services under the program management Contract (i.e., design, source selection, award of Contract, etc.). The GPD may conclude the proposing Offeror does not have a conflict of interest that detracts from its eligibility for the program management award. The GPD may determine that the related entity has a conflict of interest in future design-build construction work related to the bridge repair and replacement program that has not been adequately mitigated by the measures and information provided by the proposing Offeror. As a result, if the proposing Offeror is awarded the program management Contract, the related construction company will be ineligible for construction work under the program. This determination will depend upon the precise relationship between the related entity and the Proposer.

8. Completion of a project may encourage construction of a shopping center or industrial park from which an Offeror stands to benefit. If an Offeror is aware that it has such an interest in the decision on the proposal, it will be disqualified from preparing an EIS to preserve the objectivity and integrity of the NEPA process.

9. The GPD issues an RFP for A&E services to prepare plans, specifications, and estimate (PS&E) to replace a bridge. The PS&E will be completed as part of a design-bid-build process. One of the A&E firms proposing the design services owns XYZ Inc., a subsidiary that provides program management services to the GPD under a separate contract. The GPD's intent, as advertised in the RFP, is to use XYZ Inc. for administration and oversight of the A&E design services for the bridge replacement project. The A&E firm that is the parent of XYZ Inc. would be ineligible for award of the A&E design contract.

10. The GPD issues an IFB for construction services to replace a bridge. The replacement is being done using the design-bid-build process. One of the construction firms bidding on the public improvement project owns XYZ Inc., a subsidiary that provides construction contract administration and inspection services to GPD under a separate contract. The GPD's intent, as advertised in the IFB, is to use XYZ Inc. for administration and inspection of the bridge replacement project. The construction firm that is the parent of XYZ Inc. would be ineligible for award of the construction contract.

DEFINITIONS

The following definitions apply to these COI Guidelines and the GPD's COI Disclosure Form:

“Actual Conflict of Interest” means that an individual or Offeror is unable to render impartial assistance or advice to GPD, has impaired objectivity in performing the Project work, or has an unfair

competitive advantage. “Actual Conflict of Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private pecuniary benefit or detriment of the person or the person’s relative or any business with which the person or a relative of the person is associated unless the pecuniary benefit or detriment arises out of the circumstances described in the ORS Chapter 244 definition for “Potential Conflict of Interest” (see definition below).

“**Affiliate**” (of an Offeror) means a person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of the Offeror.

“**Apparent Conflict of Interest**” means that an individual or Offeror may reasonably be perceived to have an Actual Conflict of Interest or a Potential Conflict of Interest.

“**Associate**” (of the Offeror) means an employee, executive, director, key project personnel, consultant, contractor, or Subcontractor, or any immediate family member of the foregoing.

“**Authorization**” (of the Contract). A public contract is authorized by a Public Employee if the Public Employee participated substantially in the procurement selection process or performed a significant role in the selection of an Offeror or the execution of the Contract. A significant role includes recommending approval or signing of the Contract, including serving as a reference, recommending selection or serving on a selection committee or team, or having the final authorizing authority for the Contract.

“**Bidder**” means a legally operating business entity submitting a bid in response to a Procurement solicitation.

“**Conflict of Interest**” or “**COI**” means an Individual Conflict of Interest or Organizational Conflict of Interest and includes an Actual, Potential, or Apparent Conflict of Interest.

“**COI Disclosure Form**” means a manually signed disclosure of any Actual Conflict of Interest, Apparent Conflict of Interest or Potential Conflict of Interest documented in the form of GPD’s COI Disclosure Form.

“**COI Guidelines**” refers to this document and all references herein.

“**Contract**” means an Agreement, Contract, Purchase Request (PR), Work Order Contract (WOC), Purchase Order (PO), or any other type agreement with GPD, regardless of what it may be called, for the procurement or disposal of supplies, services, or construction.

“**Contractor**” means a legally operating business entity that has been awarded a contract in response to a Procurement.

“**Correct**” means, in the context of determining the accuracy of a COI Disclosure Form, that the form, in all material respects, is complete, accurate, not misleading, and does not omit any material information.

“**Offeror**” means a Proposer or Bidder under a Procurement solicitation, a consultant or contractor under a Contract, or a Subcontractor at any tier of a Proposer, consultant, or contractor, and any partner or member of any of the foregoing. An Offeror includes all persons, individual or corporate, without regard to form of legal entity, and any partner or member of any of the foregoing.

“Member of the Household” (of the Public Employee) means any person who resides with the Public Employee.

“Individual Conflict of Interest” means that an individual has a conflict of interest because of a financial interest, gift, or other activities or relationships with other persons including but not limited to individuals with whom the individual has business, familial or household relationships.

“Interest” (in the context of a conflict of interest) means a direct or indirect interest and includes a personal as well as financial interest.

“Low-Level Document” means A&E, non-A&E and IT program or Project-related documents which provide a basic understanding of a specific aspect of the program or Project. With regard to A&E and related services, it means that the role of the consultant or subconsultant was limited to provision of preliminary design, reports, or similar “low-level” documents that will be incorporated into the solicitation, and did not include assistance in development of instructions to offerors or evaluation criteria.

“Organizational Conflict of Interest” means that a relationship or situation exists whereby an Offeror or any of its Associates has past, present, or currently planned interests or activities that either directly or indirectly (through a client, contractual, financial, organizational or other relationship) may relate to the work to be performed under the proposed Contract with GPD and which: (a) diminish the Offeror’s or an Associate’s capacity to give impartial, technically sound, objective assistance or advice; (b) may impair the Offeror’s or an Associate’s objectivity in performing the Contract; (c) may impair GPD’s objectivity in oversight of the Contractor’s performance; or (d) may result in an unfair competitive advantage. It does not include the normal flow of benefits from the performance of the Contract.

“Potential Conflict of Interest” means that an individual or Offeror, as a result of current plans, may reasonably be expected to have an actual conflict of interest. “Potential Conflict of Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private pecuniary benefit or detriment of the person or the person’s relative, or a business with which the person or the person’s relative is associated, unless the pecuniary benefit or detriment arises out of the following: (a) an interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position; (b) any action in the person’s official capacity which would affect, to the same degree, a class consisting of all inhabitants of the state or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person’s relative or business with which the person or the person’s relative is associated, is a member or is engaged; or (c) membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

“Procurement” means a Request for Proposals (RFP), Request for Quotes (RFQ), Request for Information (RFI), Invitation for Bid (IFB), or any other form of solicitation or Procurement by GPD.

“Project” means any proposed or existing undertaking pertaining to such programs that are assigned to GPD under applicable law.

“Proposal” means a bid, proposal, or other submission appropriate to a Procurement.

“Proposer” means a legally operating business entity submitting a Proposal in response to a Procurement.

“Public Disclosure” means the work product or service (in connection with the preparation of a Procurement) is available for public review and analysis for a reasonable amount of time, typically at least thirty (30) calendar days.

“Public Employee” means any person who is serving the Government of Guam or any of its political subdivisions or any other governmental body as defined in 5 GCA § 5125 as an elected official, appointed official, employee, agent, or otherwise, irrespective of whether the person is compensated for the services. (For the purposes of these COI Guidelines, all GPD employees are considered Public Employees under this definition.)

“Relative” (of a Public Employee) means:

- the Public Employee’s spouse or domestic partner;
- the children, siblings, spouses of siblings or parents of the Public Employee or the Public Employee’s spouse; or
- any individual for whom the Public Employee has a legal support obligation or for whom the Public Employee provides benefits arising from the Public Employee’s public employment or from whom the Public Employee receives benefits arising from that individual’s employment.

“Subcontractor” means a contractor or subcontractor at any tier lower than the awarded Contractor.

Section XIV. PROPOSED CONTRACT

Section XV. CERTIFICATION REGARDING LOBBYING FORM SF-LLL

[This form is usually not required until time of contract]

Section XVI. APPENDICES / EXHIBITS

[This section is usually not required until time of contract]